

PROPOSED AGENDA
COUNCIL MEETING
February 3, 2015
7:00 PM

CALL TO ORDER - Mayor Sammy Phillips

PLEDGE OF ALLEGIANCE

INVOCATION

ADOPTION OF AGENDA

Agenda Packet Page

PRESENTATIONS

A. Home Holiday Decorating Contest Award - Christmas	3
--	---

PUBLIC COMMENT

ADOPTION OF CONSENT ITEMS AND MINUTES

MINUTES: January 6, 2015 – Special Meeting	4
January 6, 2015 – Regular Meeting	22

CONSENT ITEMS

1. Adoption of the City Seal	34
2. Tax Releases, Refunds, and Write-Offs December 2014	40
3. Hunting Leases at Land Treatment Site	47
4. Award Bid for Purchase of Side Boom Arm Mowing Tractor	113
5. Contractor Prequalification Policy for Construction and Repair Projects	116
6. Fee Schedule Amendment - Water & Sewer Service Area Assessment	123
7. FY14-15 Fee Schedule Amendment for Planning, Permitting and Inspection Fees	131
8. Amendment to Adopted FY2015 Fee Schedule	140
9. Interlocal Agreement Fiber Optic Communication System	142

OLD BUSINESS

10. Reconvene Public Hearing - Map Amendment – Rezoning from RSF-7 to CC – 202 & 204 Sunset Road	179
---	-----

PUBLIC HEARINGS

Legislative

11. Public Hearing - Voluntary Annexation Petition – The Harry C Brown Family LLC– 17.26 - Acres	207
---	-----

Quasi-Judicial

12. Public Hearing - Special Use Permit and Type III Site Plan – Lejeune Collision Repair Center – 616 Bell Fork Road	226
--	-----

NON-CONSENT ITEMS

- | | | |
|-----|--|-----|
| 13. | Commercial Garbage Collection Service Fee Schedule Amendment | 239 |
|-----|--|-----|

PUBLIC COMMENT

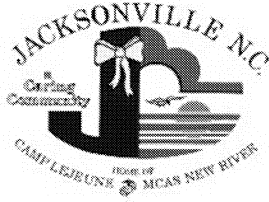
REPORTS

City Council

Mayor

City Attorney

City Manager



City Council Presentation

Presentation Item: A Date: 2/3/2015
--

Subject: Home Holiday Decorating Contest Award - Christmas
Department: Community Affairs
Prepared by: Glenn Hargett, Assistant City Manager

Presentation Description

The Home Holiday Decorating Contest is a new initiative of the Jacksonville Environmental & Appearance Advisory Committee to encourage City residents to show off their community pride and light up the City during this special Holiday season. It is also meant to be a fun family activity.

For **Outstanding Home Christmas Decorating**, the home of Mr. Tim Earley and family of 1010 Vernon Drive was the overwhelming winner by the Committee and the public. The home in the Northwoods area featured a Whimsical Christmas Music & Light Show. In addition to his family, Mr. Earley was assisted by Danny Smith, Victor Case, and Pastor Mike Schwalm from the Center View Baptist Church in setting up the display.

Recognition Committee Chairman, Mr. Patrick Carroll, and Councilwoman Angelia Washington, Council Liaison, will be available to assist with the presentation of the awards.

Action

Recognize Council Liaison to the Committee, Councilwoman Angelia Washington and Recognition Committee Chairman Patrick Carroll to assist with the presentation to Mr. Tim Earley and family.

Attachments:

None

COUNCIL MINUTES

SPECIAL WORKSHOP MEETING

January 6, 2015

A special workshop meeting of the City Council of the City of Jacksonville was held Tuesday, January 6, 2015 beginning at 5:30 PM in Meeting Rooms A and B of Jacksonville City Hall. Present were: Mayor Sammy Phillips presiding; Mayor Pro-Tem Michael Lazzara and Council Members: Jerry Bittner, Randy Thomas, Bob Warden, and Angelia Washington. Council Member Jerome Willingham was unable to attend. Also present were: Richard Woodruff, City Manager; Ronald Massey, Deputy City Manager; Gayle Maides, Finance Director; Glenn Hargett, Assistant Manager for Communications and Community Affairs; Wally Hansen, Public Services Director; Susan Baptist, Director of Recreation Services; Michael Liquori, Director of Park Facilities; Carmen Miracle, City Clerk; and John Carter, City Attorney.

*A video recording of the Council Meeting is presently available for review on the City's website.

CALL TO ORDER

Mayor Sammy Phillips called the meeting to order at 5:32 PM.

ADOPTION OF AGENDA

A motion was made by Councilwoman Washington, seconded by Councilman Thomas, and unanimously approved to adopt the agenda as presented.

DISCUSSION RELATIVE TO DECLINING PARTF GRANT

Richard Woodruff, City Manager stated that several months ago unanticipated developments were discussed with Council in the redevelopment of Phillips Park including rescinding the former approval of the PARTF Grant. On the Agenda tonight in formal session, there was a proposed resolution specifically authorizing staff to execute the documents and to rescind the grant. Prior to that formal action, staff wanted to give Council the opportunity to ask any additional questions they had on the matter. He recommended if Council was comfortable with rescinding grant, to direct staff to return \$400,000 of the \$500,000 match to the Capital Reserve fund and place \$100,000 in a Phillips Park improvement fund. The potential improvements to be made to Phillips Park at this time would be determined at a future workshop.

In response to a question from Mayor Phillips, Susan Baptist, Director of Recreation Services stated that the feedback received from the State indicated they would not hold it against the City for returning the grant since it was due to unforeseen environmental issues. The State realized it would be several years before the required environmental assessment took place and that would put us out of the range for completing the project on time. It was more advantageous to politely turn the funding back in so that it could be used for other projects in the State.

Councilman Warden asked if the vision for Phillips Park would still be the same and was the \$100,000 being reserved for items in that vision. Mr. Woodruff stated that there had been meetings between the Recreation and Parks staff and the Facilities Maintenance staff to look at repairing the picnic shelter. The asphalt flooring needed to be replaced and leveled, so they were looking at installing a new concrete floor. The picnic structure would also be refurbished. Those items were in the grant. The negative side of spending any money now was that money spent now would not go towards the 50% grant match. However, the park was heavily used and it would be at least three years or more before the environmental assessment was completed. Staff would bring back to Council specificity on how the \$100,000 would be used and only then would it be used.

Councilman Thomas asked if the matching funds were to be financed. Mr. Massey stated no, it was designated from the 4¢ Capital Reserve fund.

Council voiced approval of the action.

Mr. Woodruff stated that the decision was made not to fill the Recreation and Parks Director position since Susan Baptist and Michael Liquori had been doing an excellent job. Ms. Baptist's title was now Director of Recreation Services and Mr. Liquori's title was now Director of Park Facilities.

ONSTLOW COMMUNITY OUTREACH REQUEST FOR FUNDING THROUGH COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Mr. Woodruff made a public disclosure that his wife Gwen Woodruff was a member of the Onslow Community Outreach Board and had served in this capacity for approximately two years. When this matter came forward, he asked Lillie Gray, Community Development Administrator to check HUD guidelines and John Carter, City Attorney to determine if this

involvement in any way put the City or him in a conflict. Mr. Carter stated there was no conflict under the law as Mr. Woodruff was not a decision maker and did not have a financial interest in the matter, but it was appropriate for him to make public disclosure. Ms. Gray said there was no conflict with HUD as his wife did not have a financial interest in this matter.

Dr. Don Herring introduced members of the Board and the Executive Director in attendance prior to presenting his proposal. He presented the interest of Onslow Community Outreach in a \$1.5 million investment in the New River neighborhood. Their desire was to use a building that was currently available as a hub for expanded services that they already operated and to provide new services to the neighborhood. Their facility at 600 Court Street had served them well, but the need for a larger building was critical to improving and expanding services. They could not operate a round the clock shelter because the space had to be vacated each morning to allow for soup kitchen operations. They were currently in the process of due diligence on the building and getting all their details together. An outline of their vision for the potential new site is attached to the official minutes as Exhibit "A."

Mr. Woodruff stated that the Community Development Block Grant Program had as one of its goals to help low income neighborhoods which included addressing the needs of the homeless. The agenda item on tonight's formal agenda was not an item that said Council would provide money towards this purpose. The agenda item was to formally change the adopted CDBG program.

Ms. Gray stated that the agenda item was asking Council to amend their current Action Plan for FY14-15 to discontinue the CREATE program which was a partnership with Coastal Carolina Community College. Staff knew the CREATE funding would not be used and wished to allocate the funding into this activity so it would be available at such time as Council was prepared to disperse the funds.

Mayor Phillips asked if it would impact the City's ability to continue the work downtown as far as cleaning up blight. Ms. Gray said that would not be impacted. Mr. Woodruff stated that because they did not want to do anything negative towards the college, staff met with the college and confirmed that they did not have student enrollment in the classes that could use the CREATE funding.

Councilman Thomas asked what the CREATE program was designed for. Ms. Gray stated that it was a program in partnership with the college where students enrolled in the construction program would help build affordable housing. The students were not paid for labor as it was training for them, but the funding was used to pay for the materials. Because of the down turn in housing construction, it had been five years since that funding was used. Funding for the CREATE program came from CDBG allocations.

Mr. Massey stated that the actual agenda item allowed the Plan to be amended. The Plan would then be brought back to Council as Ms. Gray went through the process.

Mayor Phillips asked if the 600 Court Street location would continue to be used by Onslow Community Outreach. Dr. Herring stated yes as there would be a three to five year transitional period.

Councilman Bittner asked if there would be any zoning issues. Mr. Woodruff stated that the current UDO as adopted stated there could be no homeless shelter within 500 feet of a residential structure. If they occupied the building on Hargett Street, Council would have to look at modifying the UDO. Staff discussed this matter and determined that Council may consider changing the UDO to say if a homeless shelter was within 500 feet of a residential structure, a Special Use Permit was needed which would require a public hearing.

Mr. Woodruff stated it was important for Council to understand what was involved in the \$1.5 million budget. Dr. Herring said that it included the purchase of the building which at this time was \$750,000 and the necessary renovations required in the building. Mr. Woodruff stated that Danny Bryan, Inspections Administrator had reported that one of the first things required to meet Code requirements would be the installation of a fire sprinkler system. That system alone would cost \$100,000 to \$130,000.

Mayor Pro-Tem Lazzara asked if there was any County participation and did they currently receive any County funding. Dr. Herring stated at this time they were vetting with City partners, but would be approaching all partners as there was opportunity for County support. They received approximately \$40,000 in County funding a year which made a direct impact.

Mayor Pro-Tem Lazzara asked if Dr. Herring felt there was any concern from the businesses in the New River Shopping Center. Dr. Herring stated that he hoped by keeping the

front area facing Hargett Street as the community front and their core services to be served from the rear and side of the building the businesses wouldn't be concerned.

Mr. Woodruff stated that in the UDO one of the stipulations was that the Director of Development Services had the authority to require a community meeting on any rezoning. If the UDO was changed to allow a Special Use Permit, a public meeting would be required where the residential and commercial property owners were notified. He knew that Onslow Community Outreach were good stewards and would reach out to the commercial ventures and the community long before that point was reached.

Councilman Thomas asked if the upfitting would trigger any stormwater improvements or requirements. Mr. Woodruff stated that he did not think that would happen as the site was 99% impervious because of all the previous paving and the building size.

Councilman Warden asked how many square feet did Onslow Community Outreach currently have on Court Street. Dr. Herring stated it was about 5,000 square feet so the new building would be a significant increase in capacity. Mr. Woodruff stated that the current building was for their daily operation of administration, soup kitchen and shelter. The vast majority of the building on Hargett Street would be used for Flex Space and would be heated and cooled differently than the space that would be used on a daily basis.

RECESS/RECONVENE

Mayor Phillips recessed the meeting at 6:05 PM for a short break. Mayo Phillips reconvened the meeting at 6:19 PM.

CITY SEAL

Using Exhibit "B" attached to the official minutes, Glenn Hargett spoke about proposed modifications to the City Seal. He reviewed history and different iterations of the seal through the years. The proposed changes would include: 1) a simpler, less cluttered, scalable seal that was more likely to be presented in a proper way, 2) the reflex blue color would be avoided because it was a difficult color to use in printing, and 3) all of the marks of the City of Jacksonville would be brought together as much as possible to tie branding efforts. Mr. Woodruff stated that except for the relocation of several items, it appeared the only item removed from the seal was the seagull. Mr. Hargett stated that was correct.

Mayor Pro-Tem Lazzara said that from the production side, the yellow and font of the wording Caring Community was hard to recreate. The part that he liked about the changes was unifying the fonts, tying it in with the TDA seal, and the standardization of the colors.

Councilman Bittner stated he was a traditionalist, but he felt the new seal was attractive.

Mr. Woodruff stated that if a change was going to be made, an official agenda action would be needed. Mr. Hargett asked that with the adoption of the new seal, a graphic branding standard also be adopted.

Mayor Pro-Tem Lazzara asked if the new seal was adopted, how would it affect police vehicles. Would change occur over time, or would standardization happen quickly so everything looked the same. Mr. Hargett said it would be worked in.

Mr. Woodruff stated a larger package including these changes would be brought back for Council's review. He would have actual logos made available so Council could look at the seal and not just look at a computer rendering. Every City vehicle needed to have the City's name and seal appropriately displayed.

Councilman Bittner asked if the display of the seal on all vehicles be part of a policy adoption. Mr. Woodruff said he thought it already was stated in a policy, but if not we would see that it was.

ADJOURNMENT

A motion was made by Councilman Bittner, seconded by Councilman Thomas, and unanimously adopted to adjourn the meeting at 6:54 PM.

Remarks for Consideration

Request for Community Development Funding – Hargett Street Building

Tuesday, January 6, 2015

Thanks for being able to present this evening.

I want to acknowledge:

- ☐ Board members here
- ☐ Any others

This evening, we want to present to you our interest in a \$1.5 million investment in the New River neighborhood.

Our desire is to use a building in the area as a hub for expanded services that we already operate, and to provide new services to the New River neighborhood.

- Our current location at 600 Court Street has served us well.
 - From the beginning, it was much smaller than our vision of what was needed
 - Now a building change is critical to improving and expanding services.
- This current location has represented an investment of more than a half-million when our programs moved there.
 - Thousands of persons have been benefited from services the City helped to advance.
 - Over time, thousands of volunteers have come downtown to participate in our programs and to provide services
- From the beginning of the encouragement by the City to locate downtown, your predecessors as well as former board members of Outreach, knew this site would not work forever.
 - It's too small.
 - We've never been able to house all of our programs at the site.
 - We can't operate a round the clock shelter because we have to vacate the space used by the shelter to allow the Soup Kitchen operation.
 - Note 18 degree weather coming up
 - It's not a productive meeting space and so even the board has to frequently meet somewhere else.

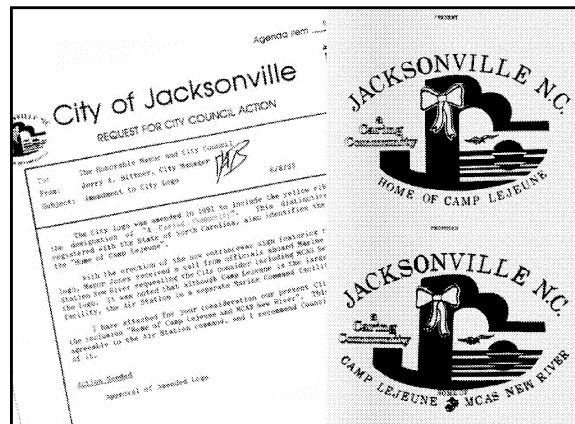
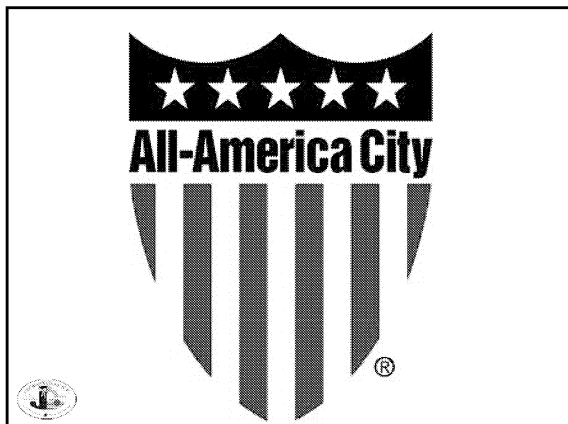
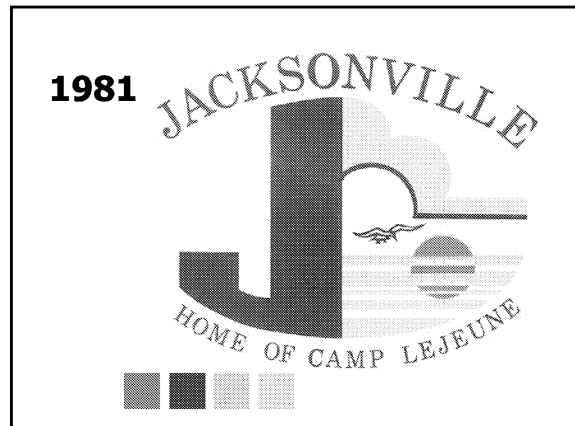
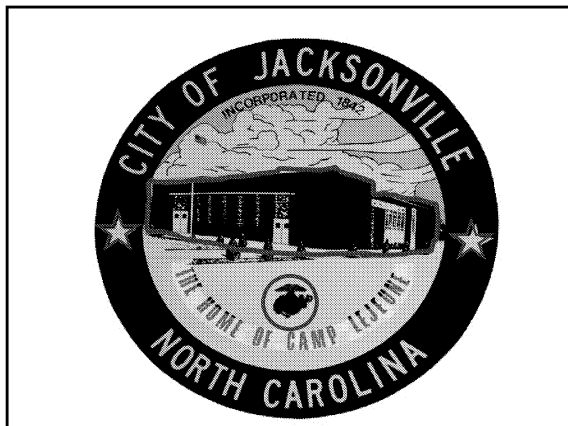
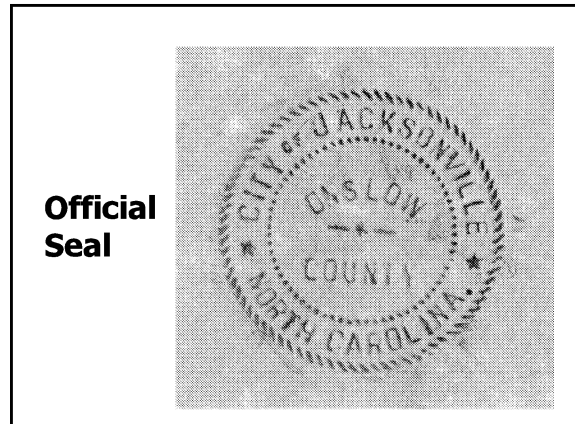
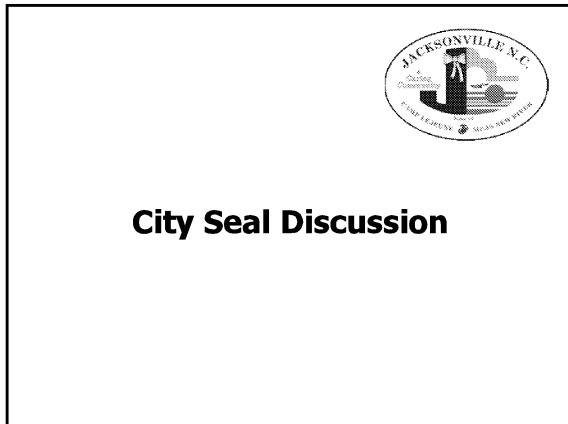
- It provides no real storage for food. During food drives, decisions have to be made as to what to keep and what to give away immediately.
 - An ideal situation would allow us to store food items we can use continually so we can be prepared for whatever comes.
 - And the site cannot be used for an effective disaster relief operation.
- Now we intend to return our downtown location to commercial use and move to a different location where we hope to leverage investments and interest to improve that location.
- Since Outreach has been downtown, we've seen improvements in the area. We've helped to advance some of the improvements in partnership with the City.
 - And we've created value. The building was valued at less than \$80,000 when Outreach moved in.
 - Now, by one appraisal, it's worth three times that amount.
 - And, we want to make it available for commercial development in the downtown.
- Now to the potential new site. It's the former site of the Piggly Wiggly at 1210 Hargett Street. We've used it for Christmas Cheer distribution several times and we know this building. Christmas Cheer is the nearly 50 year old program designed to help needy children and their families.
- We've put in a bid for the building and we're in the due diligence period at this time.
 - That's why we're still designing and getting all the details together.
 - And that's why the City is our first stop in the further consideration of the building.
- Our vision is for the building to be a significant influence in improvements to the neighborhood.
 - We have a vision for the building becoming a community resource. Both as a meeting location, but also as an impetus for housing and social programming in the neighborhood.
 - We know that the area is a grocery store and food desert where residents cannot easily walk to a store for daily essentials.
 - We want to consider entrepreneurial efforts that could be advanced to help meet this need.

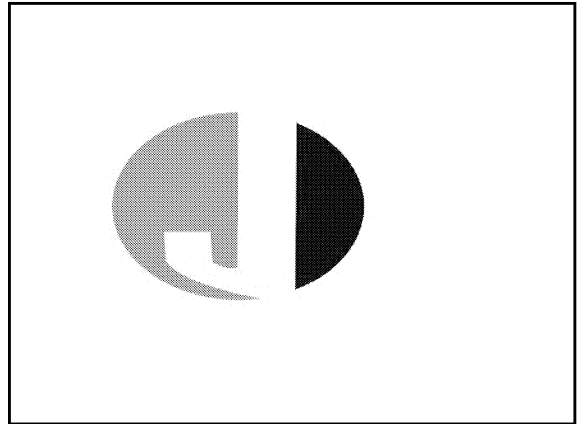
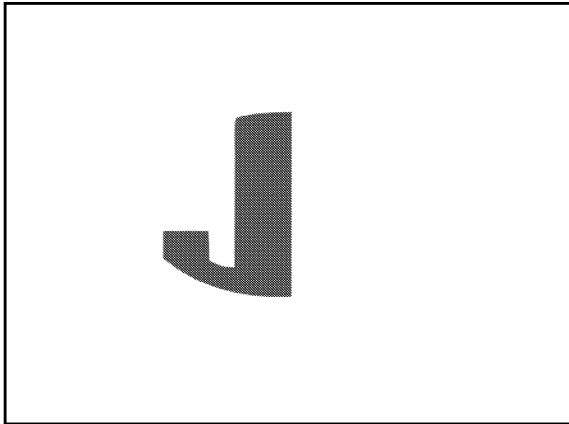
- We want to work with the Farmer's Market to get this location on their regular tour to help provide essential fresh food to this neighborhood.
- This entrepreneurial effort would be advanced from this building and could include other incubation ideas for the neighborhood.
- We also know that the housing in the area is in transition. Here's a vision of what partnerships could potentially achieve.
 - Consider the area immediately adjacent to the site. What if that area was transformed into transitional housing to assist persons who have been homeless or facing homeless conditions.
 - Consider partnerships that could transform other areas between Hargett Street and Lejeune Boulevard to a mix of single family homes and structures for our senior citizens.
 - Now consider having special programming that works in concert with the congregations in the area as well as other community groups to provide socialization for those who basically confined to the limits of the New River neighborhood.
 - Consider social gatherings where the neighborhood feels invested in the future and celebrates the unique elementary school there as well as other improving structures.
 - With the entrepreneurial efforts, the socialization and partnerships with others, including the congregations in the area, we believe this vision of an improved neighborhood can be a reality.
- We would work to have our building aesthetically pleasing and a source of pride for the neighborhood.
- We would consider making our main entrance off Lejeune Boulevard through Richards Drive to focus our core programs with expanded parking to the side and Lejeune Boulevard side of the building.
- The front toward Hargett Street would represent our entrepreneurial efforts and future commercialization of the front parking area.
- The side toward Robinson Drive would welcome our guests and neighborhood citizens.

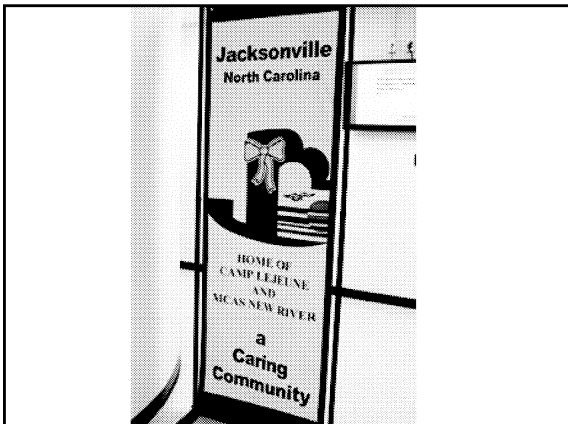
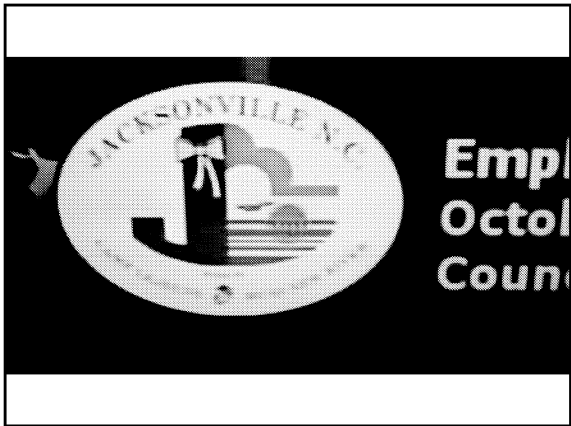
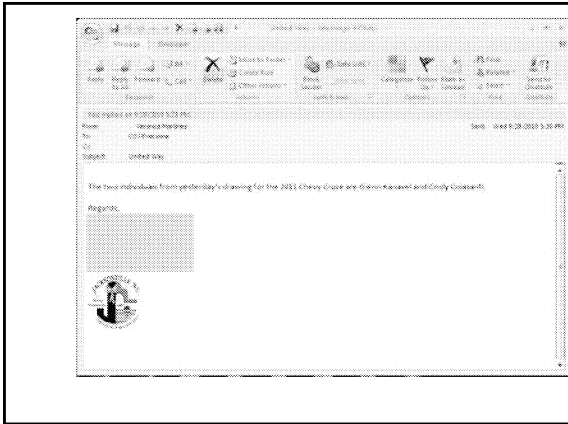
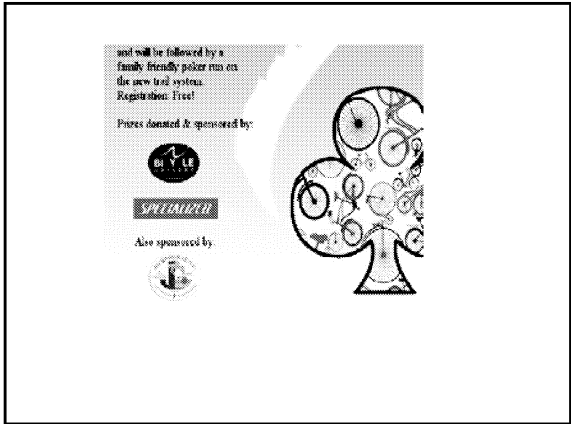
- And for inside the building: The largest portion of the building would seasonally be used for Christmas Cheer.
 - Additionally this area would house community meetings, be a warehouse for food drives and as needed, be a well-stocked disaster relief center as well as a needed community resource.
 - We're hopeful the area can also be a launch for other entrepreneurial efforts and serve as real flex space.

 - Other areas of the building would serve our nutrition programs and the traditional soup kitchen.
 - Housing programs would find a home in the building where we want to launch our efforts to help the neighborhood, and to deal with immediate shelter needs.
 - And there would be room for our social programs, workspace, meeting rooms and the administrative functions overseeing these programs and projects.
- Our vision works to advance the neighborhood, provide for our expanded services and be part of our effort to help be a catalyst for improvement.

Exhibit "B"



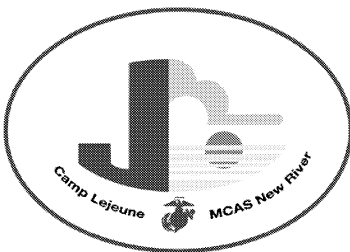
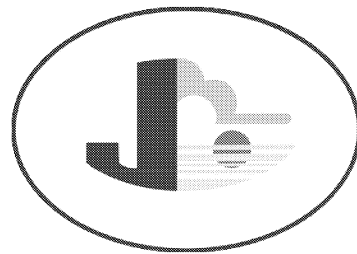
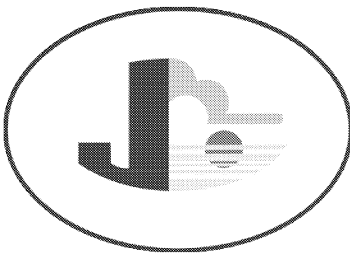


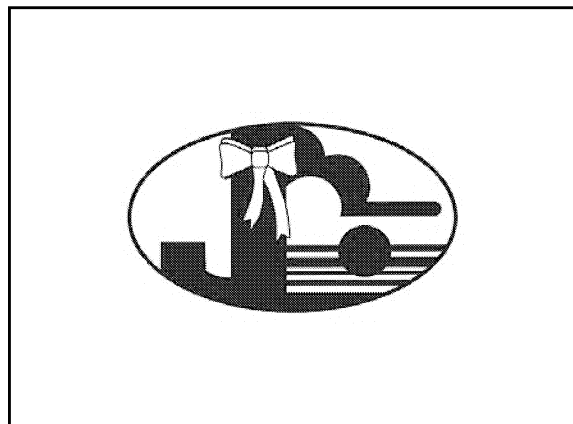
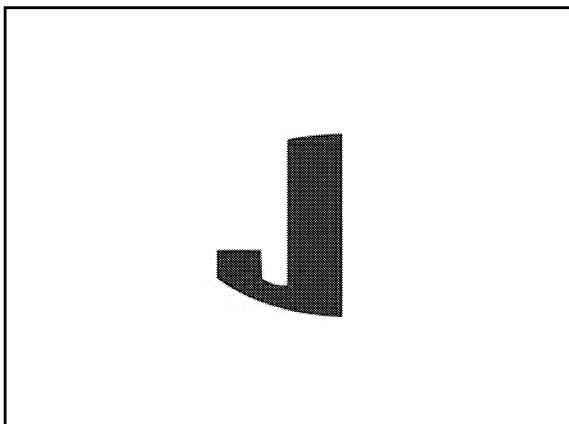
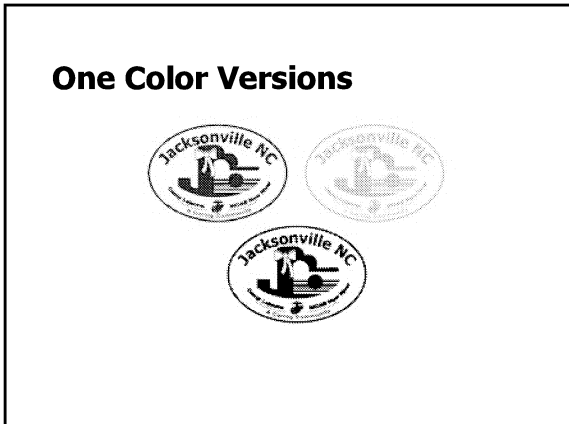


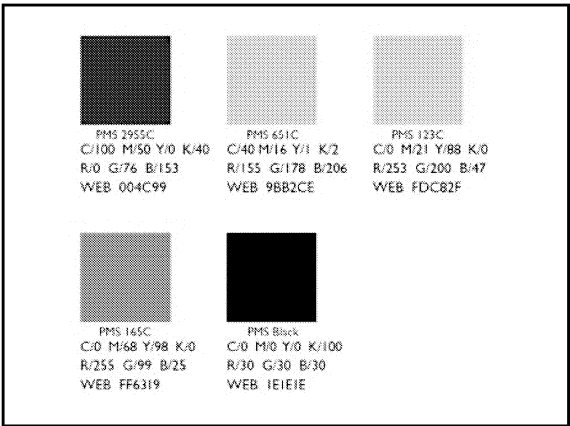
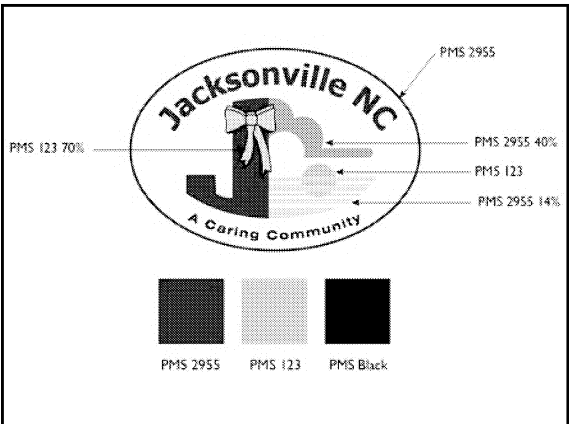
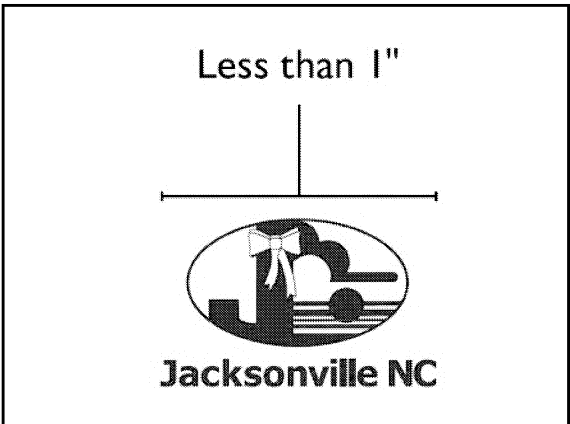
Proposed Changes

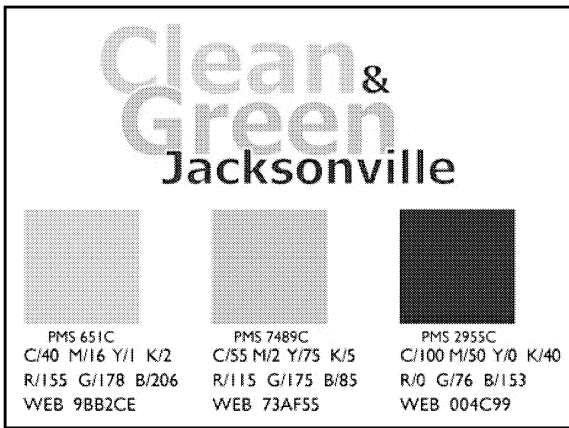
Goals

- Simpler, Less Cluttered, Scalable
- More likely to be properly presented
- Avoid Reflex Blue
- Tie branding efforts
- Give alternate choices









COUNCIL MINUTES

REGULAR MEETING

January 6, 2015

A Regular Meeting of the City Council of the City of Jacksonville was held Tuesday, January 6, 2015 beginning at 7:00 PM in the Council Chambers of City Hall. Present were: Mayor Sammy Phillips presiding; Mayor Pro-Tem Michael Lazzara and Council Members: Jerry Bittner, Randy Thomas, Bob Warden, Angelia Washington and Jerome Willingham. Also present were: Richard Woodruff, City Manager; Ronald Massey, Deputy City Manager; Gayle Maides, Finance Director; Glenn Hargett, Assistant Manager for Communications and Community Affairs; Wally Hansen, Public Services Director; Reggie Goodson, Planning and Development Services Director; Mike Yaniero, Director of Public Safety; Susan Baptist, Director of Recreation Services; Michael Liquori, Director of Park Facilities; Carmen Miracle, City Clerk; and John Carter, City Attorney.

*A video of the Council Meeting is presently available for review on the City's website.

CALL TO ORDER

Mayor Sammy Phillips called the meeting to order at 7:00 PM.

PLEDGE OF ALLEGIANCE

Mayor Pro-Tem Michael Lazzara led the Pledge of Allegiance.

INVOCATION

Mr. John Carter pronounced the invocation.

ADOPTION OF AGENDA

A motion was made by Mayor Pro-Tem Michael Lazzara, seconded by Councilwoman Washington, and unanimously approved to adopt the agenda as amended to remove Item #10 - Public Hearing (Legislative) - Unified Development Ordinance Text Article 5: Development Standards, Section 5.12 Signage, Section 5.8 Non-Residential Standards, And Article 9: Definitions, Section 9.4 Definitions.

Mayor Phillips suggested that an ad hoc committee made up of planning staff and those involved in the sign business be set up to arrive at workable solutions.

Councilman Bittner asked when the committee would be set up and if they would be talking about the free standing height limitations. Mayor Phillips stated he was leaving the

meeting initiative to staff. Height restrictions were the biggest concern, but it was a good idea to talk about other issues related to the sign ordinance at the same time.

PRESENTATIONS

YOUTH COUNCIL OFFICERS ADMINISTER OATH OF OFFICE

With the assistance of Carmella George, Community Programs Coordinator and Lillie Gray, Community Development Administrator, Mayor Phillips administered the Oath of Office to Reina Romero, Chairman; Christian Kelly, Vice Chairman; Austin Hart, Recorder; Irene Halferty, Jacksonville High School Executive Committee Member; Chase Tucker, At-Large Executive Committee Member; and Tati'yana Manguel, At-Large Executive Committee Member, while their parents held their Bible. Following the swearing-in, Mayor and Council congratulated them on assuming their leadership roles as they guided the Youth Council for the remainder of the school year.

PUBLIC COMMENT

There was no one present desiring to speak at this public comment section.

ADOPTION OF CONSENT ITEMS AND MINUTES

A motion was made by Councilman Bittner, seconded by Mayor Pro-Tem Lazzara, and unanimously approved to adopt the consent items as presented and to adopt the minutes of the December 2, 2014 Special Meeting, December 2, 2014 Regular Meeting and the December 9, 2014 Special Meeting as presented.

CONSENT ITEMS

VOLUNTARY ANNEXATION PETITION – THE HARRY C BROWN FAMILY LLC – 17.26-ACRES

At the December 2, 2014 meeting, Council adopted a Resolution directing staff to investigate the sufficiency of a voluntary annexation petition from John L. Pierce & Associates on behalf of The Harry C. Brown Family LLC for a 17.26-acre parcel that was contiguous to the current City limit boundaries. The tract is located along U.S. Hwy 17 North near its intersection with Drummer Kellum Road and directly across from Stevenson Toyota. Development plans were eventually to locate from 2 to 7 commercial businesses on the site including a future 22,000 square foot Gerber Automotive Repair facility and an Enterprise Rental Car Center. The City Clerk conducted the required investigation and found as a fact that said petition was signed by all owners of real property lying in the area described. As provided in North Carolina General

Statute 160A-31, a Resolution had been prepared scheduling a Public Hearing on this annexation for the February 3, 2015 meeting.

Council adopted the Resolution as presented.

Resolution 2015-01, Bk. 7, Pg. 145

TAX RELEASES, REFUNDS, AND WRITE-OFFS NOVEMBER 2014

The County/City Tax Collector and the City's Finance Director recommended releases, refunds, and write-offs of property taxes. The detail list of these tax releases and refunds (that is, the listing by property name, amount, reason, etc.) was available in the Finance Office for review. The tax releases, refunds, and write-offs as recommended by the City/County Tax Collector totaled, respectively, \$4,920.09, \$7,659.94 and \$0.45 (\$12,580.48).

Council approved the tax releases, refunds and write-offs.

MEMORANDUMS OF UNDERSTANDING FOR USE OF JACKSONVILLE POLICE
SHOOTING RANGE FACILITY

Memorandums of Understanding (MOU) establishing permissions and guidelines for the use of the Jacksonville Police Shooting Range Facility were submitted for two separate entities: Homeland Security Solutions, Inc. (HSSI) and Coastal Carolina Community College (CCCC). The agreements provided a benefit to public safety by allowing other law enforcement agencies to utilize the facility for the training of their officers. The MOU with HSSI required the payment of \$2,000 annually which would be used to offset some of the annual operating costs of the range.

Council authorized the City Manager to execute the Memorandums of Understanding with HSSI and CCCC as presented.

GENERAL BUDGET AMENDMENT

Several departments submitted budget amendment requests since the last legislative budget amendment. The details of the adjustments were shown in the staff report. The amendment reduced appropriated General Fund Balance by \$23,400.

Council approved the Budget Amendment as presented.

Ordinance 2015-01, Bk. 12, Pg. 313

RESOLUTION REQUESTING TERMINATION OF PARTF GRANT FOR
CONVENIENCE

The City of Jacksonville was awarded a \$490,000 PARTF Grant for the renovation of Phillips Park in February 2013. Due to unforeseen challenges related to project site conditions, staff recommended that Council vote to terminate the grant contract. The grant amount of \$490,000 would not be received and the City would retain the \$500,000 in matching funds.

Council approved the Resolution requesting the termination of the PARTF Grant.

Resolution 2015-02, Bk. 7, Pg. 147

AMENDMENT TO ADOPTED FY2015 FEE SCHEDULE

The Recreation and Parks department was currently responsible for the reservation and rental of department operated facilities, which included recreation centers and park shelters. Staff requested adding the Jacksonville Youth Council Youth Center located at 804 New Bridge Street to the list of facilities reserved for public use. The proposed fee would be as follows: 2 hour rental by a Non Profit with no money collected, \$60; 2 hour rental by a Non Profit with money collected, \$80; and 2 hour rental - Commercial, \$100. The same amount would apply for each additional 2 hours.

Council approved the Fee Schedule Amendment as presented.

NCDOT AGREEMENT FOR MEDIAN IMPROVEMENTS PHASE I- JOHNSON BLVD

To promote the Clean & Green concept in our downtown area, staff had been working with NCDOT to plan, design and fund landscaping enhancements that complimented existing community investments along Johnson Boulevard. This project would rehabilitate a large deteriorated, monolithic concrete island near Hargett Street, replacing the existing concrete with decorative landscaping that was consistent in appearance with the Freedom Fountain. Bids were received in the Median Improvements Phase I - Johnson Boulevard Project in late December. Staff requested an extension to the completion date to allow additional time for the landscaping to be installed in warmer months. The Supplemental Agreement extended the completion date to April 20, 2015.

Council approved the Supplemental Agreement and authorized the City Manager or his representative to sign the Agreement as presented.

ACCEPTANCE OF PUBLIC IMPROVEMENTS - ST. JAMES PARK, SECTION III,
OF WILLIAMSBURG PLANTATION

The Engineering Division Staff personally observed the construction performed, approved the construction, and filed inspection reports recommending the acceptance of St. James Park, Section III, of Williamsburg Plantation. The improvements included water mains, sewer mains, fire hydrants, roads, curb and gutter, sidewalks, and the portion of storm drainage system that drains City streets. Upon acceptance of these improvements, an 18-month warranty period would begin for all infra-structure with the exception of sidewalks.

Council accepted for City maintenance the improvements of St. James Park, Section III, of Williamsburg Plantation including water mains, sewer mains, fire hydrants, roads, curb and gutter, sidewalks, and the portion of storm drainage system that drains city streets.

OLD BUSINESS

RECONVENE PUBLIC HEARING (LEGISLATIVE) – MAP AMENDMENT –
REZONING FROM RSF-7 TO CONDITIONAL CC – 202 & 204 SUNSET ROAD

Abigail Barman, Senior Planner stated that this rezoning item was reviewed at the last Council meeting and was amended with conditions. The rezoning would no longer be Corridor Commercial, but would be Conditional Use Corridor Commercial. She reviewed the site again stating it was just off the corner of Marine Blvd and Sunset Acres with the existing zoning being Residential Single Family 7 (RSF-7). The future land use designated it as Low Density Residential and if rezoned, staff recommended the CAMA Land Use Plan also be changed to Regional Commercial. The conditions dealt with access and landscaping which were two of the concerns expressed at the previous public hearing. On the northern side next to the residential area and on the Sunset street side, landscaping elements were proposed such as having the fence on the interior of the landscaping so that neighbors would be looking at the landscaping instead of the opaque fence. Reduced lighting was also proposed along with interconnection to the larger lot so there would not be access onto Sunset Road.

Richard Woodruff, City Manager asked Ms. Barman to explain the differences in the conditional rezoning process versus the original petition. Ms. Barman stated there were no conditions limiting the use of the property in the original petition, so every use in the commercial zone would be allowed. Mr. Woodruff pointed out that the significant changes made in the revision were to landscaping, access, and lighting.

Mayor Phillips reconvened the public hearing at 7:17 PM.

Mr. Jeff Malone, 336 Sunset Road, stated his parents lived at 218 Sunset Road and he also chose to live and raise his family in Sunset Acres because it was a family friendly neighborhood. He lived in the neighborhood for 48 of his 53 years and wasn't the only one who felt that way. There were at least 11 other children who were raised in Sunset Acres that were now homeowners there. Some families were even going on three generations living in the neighborhood. The owner of Moore Buick knew he was buying residential properties when the homes were purchased. What would stop them from buying other properties that abutted their property in this area. Why should the residents of Sunset Acres suffer if Moore Buick should later decide to move out and other businesses move in.

Mr. George Reese Sr., 206 Sunset Road stated he lived in Sunset Acres for the past 32 years. He stated when Moore Buick purchased 202 and 204 Sunset, they also tried to purchase 208 and 210 Sunset but those owners did not want to sell at that time. He already had to put up blackout shades on the back side of his house because of a spotlight from Moore's property that shined directly on his back windows 24 hours a day, 7 days a week. He also had to put up with the noise from the lot as their fence backed up to his property without any buffer.

Susan Papenfuse, 201 Sunset Road stated they were a residential community with children and senior citizens, people of all ages. Rezoning the first two lots of the neighborhood to commercial changed the entire landscape of the neighborhood.

Mat Papenfuse, 201 Sunset Road wanted Council to also recognize that there were more people in attendance that lived in their neighborhood than just those who spoke. He asked them to raise their hands showing they were represented at the meeting. There were about 10 to 12 attendees who raised their hands. This neighborhood was all that they had and they had no plans on moving.

Billy Westbrooke stated he moved to Sunset Acres when he was 12 years old and bought the house he grew up in. When the City expanded to their area, they were told they would get sidewalks and their ditches covered up. They still have no sidewalks and their ditches weren't covered up and they paid double taxes. He wanted to see the neighborhood remain as it was without tearing down the two houses.

John Pierce, 405 Johnson Blvd stated he wanted Council to understand that their plan was not to be a detriment to the community. The houses that were purchased would be torn down regardless if the property was rezoned. If rezoned, a nice buffer would be built instead of

neighbors being able to see the dealership when the houses were torn down. He stated they were willing to increase the buffer, decrease the lighting, deny access onto Sunset Road and agree to conditional use limitations.

Councilwoman Washington asked Mr. Pierce what happened in his attempt to hold a neighborhood meeting. Mr. Pierce stated he met with Mr. Papenfuse and was willing to meet with anyone who had any concern. He hadn't heard back from anyone, but would do whatever was needed as the request was reasonable.

Mayor Phillips asked if conditional use was limited to parking, would that only apply to the present owner or would it transfer to a new owner if sold. Mr. Woodruff stated that with the Conditional Zoning category, Mayor and Council had the ability to place conditions on a rezoning petition. Those conditions ran with the land and not the petitioner, so it would transfer to the new owner. The only way to change would be through another public hearing.

Mayor Phillips asked if the homes could be torn down as indicated by Mr. Pierce. Mr. Woodruff stated that a demolition permit would be needed to tear down a building, but would not be subject to Council's approval.

In response to a question from those in attendance, Mr. Woodruff stated that every zoning category had a list of permitted uses and the only thing that could be done on the property was what was specified.

Mayor Phillips stated that Council didn't have to act on this matter tonight and he suggested that those who lived in the neighborhood needed to understand what could be done and what couldn't be done. He felt it was important that a compromise be reached.

Councilman Thomas asked the City Attorney if the zoning request was denied, would that put a one year moratorium on a repeat request. Mr. Carter stated that was correct unless the request was substantially changed.

Discussion followed.

Councilwoman Washington asked what the proximity was between the property at 204 Sunset Rd and the proximity at 206 Sunset Rd. Ms. Barman stated the buffer would be along the street and between the two properties, but there would be no rear buffer at 206 since that already existed.

Mayor Pro-Tem Lazzara agreed it was in the best interest of the parties involved to meet and discuss this matter in order to bring forward a more favorable solution.

A motion was made by Mayor Pro-Tem Lazzara and seconded by Councilman Warden to defer action on the item and recess the public hearing to the first Council meeting in February.

Councilman Bittner suggested that staff make available a conference room in City Hall for the meeting at a date and time convenient for the residents. Mr. Woodruff stated that staff would take care of that and notify neighbors.

Mayor Pro-Tem Lazzara stressed to the residents the importance of being involved in the meeting.

A vote was taken on the motion and was unanimously adopted.

RECESS/RECONVENE

Mayor Phillips recessed the meeting at 7:50 PM for a short break. Mayor Phillips reconvened the meeting at 7:59 PM.

PUBLIC HEARING

PUBLIC HEARING (QUASI-JUDICIAL) SPECIAL USE PERMIT AND TYPE III SITE PLAN – ZING ZUMM CHILDREN’S MUSEUM – 820 BARN STREET

Mayor Phillips recessed the regular meeting at 8:00 PM in order to convene the Public Hearing.

Mayor Phillips swore in Jeremy B. Smith, Senior Planner. Mr. Smith stated that the Children’s Museum of Jacksonville submitted a Special Use Permit and Type III Site Plan application seeking approval of a proposed 5,367 square foot museum at the current Jacksonville Fire Station #2 located at 820 Barn Street. The property was zoned Residential Single-Family - 7 (RSF-7) and within this zoning district, museums required Special Use Permit approval. The site plan indicated a new full access driveway would be added along with 19 parking spaces. The Planning Advisory Board along with staff recommended approval based on Findings of Fact A through G being found in the affirmative and with the condition of restricting lighting.

Mayor Phillips swore in John Parker, 306 New Bridge Street. Mr. Parker, speaking on behalf of the Children’s Museum Board who had several members in attendance, stated this was a project he was glad to be a part of. The facility was an interactive hands-on facility where participants could learn. The Board mailed letters to all of the neighbors regarding the new facility and received no comments. In regard to buses that brought children to the facility, specific arrangements were made for offsite parking.

Mr. Carter stated that at some point in the future if Council adopted the Special Use

Permit and Site Plan, a lease on the property would be brought back to Council for their approval.

A motion was made by Councilman Bittner and seconded by Councilwoman Washington to approve the Special Use Permit and Site Plans conditioned upon site lighting not exceeding .5 foot candles at the property line.

Councilman Thomas thanked Mr. Parker for briefly illustrating what would be happening at the museum. As a resident of the neighborhood he understood why no one would complain. Kids could be loud sometimes, but not as loud as the fire trucks.

A vote was taken on the motion and was unanimously adopted.

NON-CONSENT ITEMS

ONslow COMMUNITY OUTREACH REQUEST FOR FUNDING

Lillie R. Gray, Community Development Administrator stated that as Council heard earlier in their workshop, Onslow Community Outreach identified a need to acquire and purchase property for the purpose of expanding their services, currently headquartered at 600 Court Street. They wished to provide enhancements to the New River neighborhood as well as to relocate some of their services. The nonprofit formed by various religious congregations was in the due diligence phase connected to an offer to purchase the former Piggly Wiggly building located at 1210 Hargett Street. This move would allow Onslow Community Outreach to sell their Court Street building and eventually move many of their operations to the new location, which they hope to improve to set a high standard for redevelopment. To assist with the cost of acquisition, Onslow Community Outreach requested \$250,000 in Community Development Block Grant (CDBG) funding. The funding would be consistent with the Annual Action Plan and followed recommendations from HUD advisors. There was currently \$224,070.99 available in the CREATE program. This program had been discontinued and these funds were available for reprogramming contingent upon amending the FY14-15 Annual Action Plan. An additional \$25,929.01 in CDBG funds could also be made available for a total of \$250,000. Funds would be made available in the form of a deferred forgivable loan.

Councilman Bittner asked if the City's \$250,000 was an outright donation or was there interest in the property for the City. Ms. Gray stated that staff proposed that funding be provided in the form of a deferred forgivable loan to be forgiven over a 10 year period if the building was used as proposed during that timeframe.

Councilman Willingham stated the Day Program was important to him and shelters without the day program have had problems. He would like to see the funding attached to day services. Ms. Gray said she didn't want to speak for Onslow Community Outreach, but it was their plan to provide day services. They were currently sharing space with the Soup Kitchen, so they had to discharge the residents at 7:00 AM. She deferred the question to Dr. Don Herring, Chairman of the Board of Directors.

Dr. Herring stated that it was their upmost need to provide the day shelter. Right now their whole operation was located in a 5,000 sq. ft. facility. One of the critical priorities of transferring to the new facility was the available flex space that could be devoted towards the day shelter. They hoped the improvements would be a significant support to the local community and local merchants.

Mr. Woodruff stated that at a point in time there would be a legal contract for Council's review that would list any conditions Council felt necessary to be in the contract such as the Day Program.

Mr. Woodruff made a public disclosure, as he did in the Workshop, that his wife Gwen Woodruff was a member of the Onslow Community Outreach Board. A question was raised to Ms. Gray and to Mr. Carter as to whether any conflict existed for him since she was on the board. Mr. Carter stated there was no conflict as he said at the workshop and there was no conflict from HUD's standing as there was no financial interest.

A motion was made by Councilman Warden and seconded by Councilwoman Washington to authorize Community Development staff to amend the FY14-15 Annual Action plan to reallocate funds from the CREATE program to this activity.

Councilman Willingham stated he was comfortable with the response of Dr. Woodruff, but ordinarily conditions would be discussed and approved at the time of adoption. He wanted his condition in the contract when that aspect was discussed.

A vote was taken on the motion and was unanimously approved.

JACKSONVILLE TOURISM DEVELOPMENT AUTHORITY (TDA) APPOINTMENT

A vacancy occurred on the Jacksonville Tourism Development Authority as the original appointee for this position is no longer in the area. The position must be occupied by a person representing "individuals who were affiliated with businesses that collect the tax in the City." After consultations and interviews, Rick Young was recommended for appointment to the

Authority. He was currently the Area General Manager for the Suburban Extended Stay Hotel and the Mainstay Suites and was a Shadow Member of the Authority. He was previously interviewed for the position.

Mayor Pro-Tem Michael Lazzara, Chairman of the TDA nominated Rick Young to a term expiring June 30, 2017.

A motion was made by Councilwoman Washington, seconded by Councilman Thomas, and unanimously approved to close nominations and to appoint the nominee by acclamation.

PUBLIC COMMENT

There was no one present desiring to speak at this public comment section.

REPORTS

MILLION HEIR-WILLIAMS

Councilwoman Washington congratulated Million Heir-Williams for her appointment to the Onslow County Board of Commissioners as our new commissioner.

Mayor Phillips stated Ms. Williams was a very good choice and would be a good commissioner. She also lived in the City of Jacksonville.

BENEFITS OF LIVING IN THE CITY

Councilman Willingham stated that one of the gentlemen tonight spoke about not having sidewalks in Sunset Acres and he wanted to remind viewers that Sunset Acres did get a lot from the City when they were annexed. They got the best fire and police protection that their taxes could buy, they were very close to the City's premier recreation center at Jacksonville Commons, and they were provided sewer hook-up at no expense.

MEETINGS

Councilman Bittner stated he would be attending the Civic Affairs meeting where he was liaison for Council on Thursday, and on the following Thursday there would be an ONWASA meeting.

NEW YEAR

Mayor Phillips wished everyone a happy and prosperous New Year. He hoped everyone enjoyed their holidays.

LABYRINTH CEREMONY

Mr. Woodruff stated that on January 13 at 11:00 AM there would be a ceremony at Richard Ray All-American Park on the Jacksonville Commons property to recognize a donation

by the Efir and Ray families of a Labyrinth, a meditation facility. It was on the right side of the parking lot further back by some large boulders that were donated by Mr. Howard.

MARTIN LUTHER KING DAY CLOSING

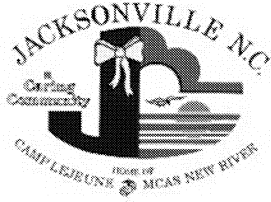
Mr. Woodruff stated that City Hall would be closed on Monday, January 19 for Martin Luther King Day. Sanitation service would be modified accordingly. The Monday and Tuesday routes would be delayed by one day.

BUDGET WORKSHOP

Mr. Woodruff stated that the next meeting on January 20 would be a Budget Workshop starting at 4:00 PM.

ADJOURNMENT

A motion was made by Councilman Thomas, seconded by Councilwoman Washington, and unanimously adopted to adjourn the meeting at 8:25 PM.



Request for City Council Action

Consent
Agenda
Item: **1**
Date: 2/3/2015

Subject: Adoption of City Seal
Department: City Manager's Office
Presented by: Richard L. Woodruff
Presentation: No

Issue Statement

As previously presented to the Council, some adjustments to the City Seal would be beneficial for the City. By Resolution 2014-07 the Mayor and Council were established as the sole authority for actions affecting the City Seal. Recent analysis has resulted in the recommendation to make certain minor modifications to the Seal. This matter was discussed with City Council in workshop session on January 6, 2015.

This agenda item requests formal adoption of a modified City Seal as depicted in Exhibit A of the Resolution.

Financial Impact

None

Action Needed

Adoption of Resolution and Policy Guidelines for use

Recommendation

The City Manager recommends Council adopt the modified City Seal and the Policy and Procedure for use of the City Seal and variations thereof.

Approved: ☒ City Manager ☐ City Attorney

Attachments:

A Resolution

RESOLUTION (2015-)

RESOLUTION ESTABLISHING A NEW SEAL FOR THE CITY OF JACKSONVILLE

WHEREAS, Resolution 2014-07 established the Mayor and City Council as the sole authority for actions affecting the City Seal; and

WHEREAS, the Seal was originally developed in 1981 and amended by Council action in 1991 and again in 1993; and

WHEREAS, a recent study has been conducted which recommended minor modifications to the Seal.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Jacksonville that:

1. The City Seal approved in 1993 is hereby modified as specifically depicted in Exhibit A and described herein:
 - a. The seal depicts as a major central symbol, a strong stylized "J" (representing Jacksonville) and accompanied by design elements suggesting the community's riverine character and attractive setting. The design elements include light blue and white areas representing sky, clouds, and water resources and the reflected orange sphere representing a coastal sunrise. The legend "Home of Camp Lejeune and MCAS New River" accompanying the design points up to the community's major industry and source of growth, the Camp Lejeune Marine Corps base and New River air Station. Additionally the words "A Caring Community" are established in a new location generally at the center bottom portion of the seal.
 - b. Further, the seal's colors, variants for use under circumstances are further detailed in Exhibit "A." The City Manager or a designate is charged to be faithful to these colors, but may make changes from time to time as the placement, availability or circumstances dictate. Such modifications shall be made with great deliberation and consideration for the original design palette.
2. No change to the official Seal can occur without the proposed change being placed on the agenda of an official and duly called meeting of the City Council.
3. No change can occur in the official Seal without a majority vote of the City Council.
4. The City Manager is the holder of authority for the placement of the seal.
5. The Exhibit A attached depicts the new Seal as approved by the Mayor and Council

Adopted by the Jacksonville City Council in regular session this 3rd day of February, 2015.

Sammy Phillips, Mayor

ATTEST:

Carmen K. Miracle, City Clerk

Attachment

A

The Jacksonville NC City Seal

Resolution Exhibit "A"



City Seal Composition and Palette

The Jacksonville NC Seal consists of a white filled oval with a given stroke and a large stylized "J" centered horizontally and set right against a water representation, rising sun and clouds. The "J" is adorned with the City's Yellow Ribbon and the City's slogan "A Caring Community" is set against the inside of the oval centered to the bottom. Centered above the slogan is the Eagle, Globe & Anchor of the US Marine Corps and to the left "Camp Lejeune" and to the right "MCAS New River" set out in text. Two equal length rules matching the oval are set above the slogan and below the base names equidistant from the Eagle, Globe & Anchor. The seal is completed with "Jacksonville NC" set against the upper contour of the oval with it and all text in the official City font Tahoma and is black except the City and State which is in the City Blue.

The primary version and any alternate versions of the Seal always consists of the stylized "J," the water, sun and cloud Representation, and the stroked oval, which always is a filled white except where a stylized version of the seal is required.

The design palette is set to be from the Pantone® Color Matching System™ specification as follows: For the Stroke, "Jacksonville NC" text, the stylized "J," the Eagle, Globe & Anchor and the rules above the words "A Caring Community" to be PMS 2955; for the Ribbon to be PMS 123; for the sun to be PMS 165, and for the cloud representation to be PMS 651 and the water representation to be 40% of that color; and for the remaining text to be in PMS Black. The City Manager or a designate is charged to be faithful to these colors, but may make changes from time to time as the placement, availability or circumstances dictate. Such modifications shall be made with great deliberation and consideration for the original design palette.

Jacksonville City Seal Alternate Versions

The following seal variations were created for use when production, size or other placement limitations make using the full color seal impractical.

Simplified three color City Seal Option

This seal version is designed to be used where reproduction is difficult, size is a concern, or where there is a limitation on the colors. To minimize colors, The ribbon and the sun would share the same base, but the ribbon would be filled with only 70% of the color. Similarly, the City Blue (PMS 2955) would form all elements but the slogan and the stroke to the ribbon. The clouds would be a 40% fill, and the water a 14% fill.



Simplified one color City Seal Icon Option

This seal can be used in a variety of applications but its primary use is in small applications or in areas where reproduction is difficult.



Jacksonville City Seal Usage

The following guidelines illustrate the proper use of the Jacksonville, North Carolina city seal.

Full color Seal

The seal may be represented in full color using either spot color or 4 color process printing techniques.



One color Seal

The seal may be represented in a single color using PMS 2955, PMS 651 or black in either spot color or 4 color process printing techniques.



Reversed Seal

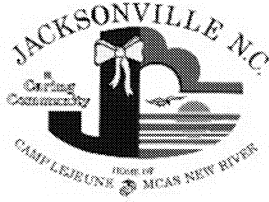
The seal may be reversed out of a dark background, but should be printed on white whenever possible.



Administrative Policy and Procedures

City Seal

1. Purpose – The purpose of this policy is to establish the appropriate use of the City Seal and to ensure the accurate reproduction of the City of Jacksonville Seal.
2. Use of the City Seal – The City Seal will be registered as a trademark and may not be used in any form or fashion by City employees, City departments, or non-City agencies, businesses or individuals without specific written approval by the City Manager's Office of the City of Jacksonville.
3. Design and Style Guide – The City shall adopt from time to time, through the authority of the City Manager, produce a guide which sets color, style, placement, use of variants of the Seal and overall use of the City Seal and variants approved thereof.
4. Application to Vehicles and Equipment – All City vehicles, trucks and major equipment shall bear the Seal of the City of Jacksonville. Additionally, the City Manager may approve additional marking, wording and other techniques to be placed upon vehicles and equipment for identifying the department, division, purpose, program, or other City functions that would promote the goals and mission of the City of Jacksonville.
5. Departmental Use – All products including equipment, clothing, stationery, handouts, giveaways, promotional products, etc. or any other item on which the Seal might be placed, shall be specifically approved by the City Manager's Office for the use of the City Seal or any variation thereof or any markings which represent the City of Jacksonville. This includes badges, patches, uniforms, polo shirts, business shirts, jackets, cups, hats, pins and other clothing or item which bears the City of Jacksonville name, any department insignia, or use of the City Seal, or which is intended to be distributed as a City of Jacksonville item.
6. Authorization – The City Manager or his designee is specifically authorized to approve all uses as described within this policy.



Request for City Council Action

Consent
Agenda
Item: **2**
Date: 2/3/2015

Subject: Tax Releases, Refunds, and Write-Offs December 2014

Department: Finance

Presented by: Gayle Maides, Finance Director

Presentation: No

Issue Statement

The County/City Tax Collector and the City's Finance Director recommend releases, refunds, and write-offs of property taxes as attached. The detail list of these tax releases and refunds (that is, the listing by property name, amount, reason, etc.) is available in the Finance Office for review.

Financial Impact

The tax releases, refunds, and write-offs as recommended by the City/County Tax Collector total, respectively, \$35,584.96, \$4,173.80 and \$2.56 (\$39,761.32).

Action Needed`

Review the tax releases, refunds and write-offs.

Recommendation

Staff recommends that Council approve the tax releases, refunds and write-offs.

Approved: ☒ City Manager ☐ City Attorney

Attachments:

A Tax Releases, Refunds, and Write-offs



Staff Report

Consent
Agenda
Item:

2

Tax Releases, Refunds, and Write-Offs December 2014

Introduction

The Tax Releases, Refunds and Write-Offs as recommended by the City/County Tax Collector total, respectively, \$35,584.96, \$4,173.80 and \$2.56 (\$39,761.32).

Most of the Releases and Refunds are due to:

- 1) Clerical and/or addition errors on the Onslow County Abstracts,
- 2) Double charges for the same property,
- 3) Property erroneously listed as in this City,
- 4) Senior citizens exemptions,
- 5) Military non-resident.

Write-offs are due to:

- 1) A bill that is \$3.00 or less
- 2) An over or underpayment of \$1.00 or less.

Other releases and refunds just have notations indicating that interest only is being released and there will be no corresponding reference explanation. The County's computer system automatically accrues interest on the first day of the month. There will be times when the County received payment on the day before or even on the same day that the account has accrued the interest. The County will adjust their accounts to remove the interest that was automatically charged in lieu of having accounts with balances usually less than \$1.00.

The listing of proposed releases, refunds and write-offs as submitted by the Tax Collector, are in conformity with the law. Based upon this information as provided, which is believed to be true and accurate, I recommend your approval of these tax releases, refunds, and write-offs.

JANUARY 14, 2015

SUBJECT: Tax Releases and Refunds

[illegible]

BB/sm

Gayle Maides
FINANCE DIRECTOR

A

TAX RELEASE SUMMARY

DECEMBER 2014

YEAR	CODE	TAX RATE	PRINCIPAL	LATE LIST	TOTAL	TAX VALUE
2014	101-0000-111-0000	0.005380	33,483.04	682.77	34,165.81	6,223,613.38
2013	101-0000-111-1000	0.005380	1,149.51	69.56	1,219.07	213,663.57
2012	101-0000-111-1000	0.005380	113.00	5.17	118.17	21,003.72
2011	101-0000-111-1000	0.006260	45.06		45.06	7,198.08
2010	101-0000-111-1000	0.006260	36.85		36.85	5,886.58
2009	101-0000-111-1000	0.006260			-	-
2008	101-0000-111-1000	0.005316			-	-
2007	101-0000-111-1000	0.005900			-	-
2006	101-0000-111-1000	0.005900	-	-	-	-
2005	101-0000-111-1000	0.005900	-	-	-	-
2004	101-0000-111-1000	0.005900	-	-	-	-
TOTAL			34,827.46	757.50	35,584.96	6,471,365.33

101-0000-111-1000	04-13	1,419.15
101-0000-111-0000	2014	34,165.81

TAX REFUND SUMMARY
AD VALOREM TAXES

DECEMBER 2014

YEAR	CODE	TAX RATE	PRINCIPAL	LATE LIST	INT.	TOTAL REFUND	TAX VALUE
2014	101-0000-311-0000	0.005380	211.80	-	-	211.80	39,368.03
2013	101-5000-412-2000	0.005380	263.92		17.21	281.13	49,055.76
2012	101-5000-412-2000	0.005380	442.01		13.67	455.68	82,157.99
2011	101-5000-412-2000	0.005380	197.73	15.72	9.94	223.39	36,752.79
2010	101-5000-412-2000	0.006260	150.77			150.77	24,084.66
2009	101-5000-412-2000	0.006260				-	-
2008	101-5000-412-2000	0.006260	-	-	-	-	-
2007	101-5000-412-2000	0.005316	-	-	-	-	-
2006	101-5000-412-2000	0.005900	-	-	-	-	-
2005	101-5000-412-2000	0.005900	-	-	-	-	-
2004	101-5000-412-2000	0.005900	-	-	-	-	-

TOTAL	1,266.23	15.72	40.82	1,322.77	231,419.24
--------------	-----------------	--------------	--------------	-----------------	-------------------

101-5000-412-2000	04-13	1,110.97
101-0000-311-0000	2014	211.80
		<u>1,322.77</u>

TAX REFUND SUMMARY
TAX TAG TOGETHER

DECEMBER 2014

YEAR	CODE	TAX RATE	PRINCIPAL	LATE LIST	INT.	TOTAL REFUND	TAX VALUE
2014	101-0000-311-0100	0.005380	1,659.61		24.05	1,683.66	308,477.70
2013	101-5000-412-2000	0.005380	1,154.94		12.43	1,167.37	214,672.86
2012	101-5000-412-2000	0.005380	-	-	-	-	-
2011	101-5000-412-2000	0.005380	-	-	-	-	-
2010	101-5000-412-2000	0.006260	-	-	-	-	-
2009	101-5000-412-2000	0.006260	-	-	-	-	-
2008	101-5000-412-2000	0.006260	-	-	-	-	-
2007	101-5000-412-2000	0.005316	-	-	-	-	-
2006	101-5000-412-2000	0.005900	-	-	-	-	-
2005	101-5000-412-2000	0.005900	-	-	-	-	-
2004	101-5000-412-2000	0.005900	-	-	-	-	-

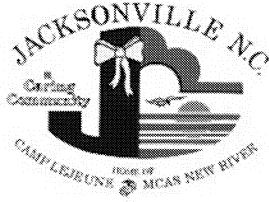
TOTAL	2,814.55	-	36.48	2,851.03	523,150.56
--------------	-----------------	----------	--------------	-----------------	-------------------

101-5000-412-2000	04-13	1,167.37
101-0000-311-0100	2014	1,683.66
		<u>2,851.03</u>

TAX WRITE-OFF SUMMARY

DECEMBER 2014

YEAR	CODE	TAX RATE	PRINCIPAL	LATE LIST	TOTAL	TAX VALUE
2014	101-0000-111-0000	0.005380	2.05	-	2.05	381.04
2013	101-0000-111-1000	0.005380	0.51	-	0.51	94.80
2012	101-0000-111-1000	0.005380		-	-	-
2011	101-0000-111-1000	0.006260		-	-	-
2010	101-0000-111-1000	0.006260		-	-	-
2009	101-0000-111-1000	0.006260		-	-	-
2008	101-0000-111-1000	0.005316		-	-	-
2007	101-0000-111-1000	0.005900		-	-	-
2006	101-0000-111-1000	0.005900		-	-	-
2005	101-0000-111-1000	0.005900		-	-	-
2004	101-0000-111-1000	0.005900		-	-	-
TOTAL			2.56	-	2.56	475.84
101-0000-111-1000			'2004-2013		0.51	
101-0000-111-0000			2014		2.05	



Request for City Council Action

Consent
Agenda
Item: **3**
Date: 2/3/2015

Subject: Hunting Leases at Land Treatment Site

Department: City Manager's Office

Presented by: John Carter

Presentation: No

Issue Statement

The following hunting clubs have requested permission to hunt at the Land Treatment Site: M & M Hunting Club, Southwest Water Fowler's Club, Rhodestown Hunting Club and City of Jacksonville Employee Hunting Club.

The term of each Club's lease will be for the hunting seasons as stipulated by the North Carolina Wildlife Resources Commission. The term of these contracts shall be for one hunting season with the option for an administrative staff renewal annually for each of the next four (4) years. The City and Hunting Clubs must agree to each renewal period and the Hunting Clubs must provide all necessary documentation prior to the start of each hunting season.

Financial Impact

The City will receive revenue in the amount of \$4,379.78 annually from the Hunting Clubs.

Action Needed

Consider Hunting Lease Agreements for the Land Treatment Site.

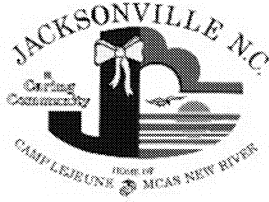
Recommendation

Staff recommends Council approve the Hunting Lease Agreements as presented and authorize the City Manager or his representative to sign the leases and renewals.

Approved: ☒ City Manager ☐ City Attorney

Attachments:

- A Lease between City & M&M Hunting Club
- B Lease between City & Southwest Water Fowlers Club
- C Lease between City & Rhodestown Hunting Club
- D Lease between City & City of Jacksonville's Employee's Hunting Club



Staff Report

Consent
Agenda
Item:

3

Hunting Leases at Land Treatment Site

Introduction

The City has allowed hunting clubs to hunt wild game at the City's Land Treatment Site since the fall of 1999, with the exception of years in which there was construction taking place or extremely wet conditions with high lagoon levels. The hunting leases allow the various hunting clubs to continue to hunt on land they were hunting before the construction of the City's Land Treatment Facility.

There have been virtually no problems encountered by these agreements over the years. Staff is requesting that the initial term of these contracts be for one year with the option for an administrative staff renewal annually for each of the next four (4) years. The Hunting Clubs must provide all necessary documentation prior to the start of each hunting season.

The agreements outline where the various clubs can hunt, what they can hunt and the cost of the leases.

Financial Analysis:

- The City will receive revenue in the amount of \$4,379.78 annually from the Hunting Clubs for total estimated revenue of \$21,898.90 over the 5 year period.

Stakeholders

- The City and the following Hunting Clubs: M&M Hunting Club, Southwest Water Fowlers Club, Rhodestown Hunting Club, and City Employee's Hunting Club.

Options

- Approve hunting leases as presented with annual renewal options.
RECOMMENDED
- Deny allowing hunting at the City's Land Treatment Facility
- Defer action and provide staff direction on additional information Council would like to receive on this request.

HUNTING LEASE AGREEMENT

CITY OF JACKSONVILLE LAND TREATMENT SITE

This Agreement made this _____ day of _____, 2015 by and between the CITY of Jacksonville (**CITY**) and **M & M Hunting Club** (**CLUB**), sets forth the conditions, covenants, understandings, and considerations of the contract governing the lease of the **CITY** property, containing approximately **1373.52 acres**, designated as **M&M Hunting Club on the attached Turkey Season map**, to the **CLUB** for the purpose of **Turkey** hunting.

A. Acknowledgments:

The **CITY** and **CLUB** affirm and acknowledge the following facts and understandings:

1. **CITY** is the owner of a tract of property containing approximately 7,330 acres which is located in the northwest portion of Onslow County. The **CITY** property is generally known as the **CITY** of Jacksonville Land Treatment Facility (LTF) and is utilized by the **CITY** for the treatment and disposal of wastewater.
2. **LEASED AREA** - The area which will be leased for hunting is located in various areas of the compound and is specifically shown as **EXHIBIT A**, attached hereto.
3. **CITY PROPERTY**-The **CITY** property consists of a pretreatment area, which is approximately 150 acres of fenced area, with the majority of the total site containing spray fields with underground irrigation piping and above-ground irrigation sprinklers as well as areas currently in a natural state.
4. **MAJOR INVESTMENT** - The **CITY** has made a major investment in the improvements on this property. The improvements must not be compromised in any manner.
5. **CLUB ORGANIZATION** - The **CLUB** is organized for the purpose of **Turkey** hunting. It maintains a membership list with the names and addresses of all members and has rules and regulations which each and every member must agree to adhere to and abide by.
6. **WORK DUTIES** - Throughout the entire year, including the hunting season, the LTF will be occupied by **CITY** employees. Their work duties require that they spend considerable time in the irrigation fields and surrounding forested areas.
7. **WASTEWATER SPRAY** - On a scheduled and frequent basis, including the time

Attachment

A

period under this lease, treated wastewater will be sprayed in the irrigation areas. Although this water is disinfected, it is not potable. Contact with this water could pose a potential health hazard because the water may still contain pathogenic organisms. The **CLUB** and every member of the **CLUB** acknowledges this fact and understands that at their request, not the **CITY's**, they are being allowed to hunt within a portion of the boundary of the LTF as stipulated in this agreement. Furthermore, they fully and freely accept any and all personal health consequences that may result from their use of this property for the uses allowed under this agreement.

8. **TERM** - The term of the lease will be limited to that time period of the **Turkey** hunting season as stipulated by the North Carolina Wildlife Resources Commission, and hunting will only occur on Saturdays and 2 other days as approved by the LTF Chief Operator during this season. Additionally, the **CLUB** may utilize the property 1 (one) Saturday immediately prior to the season beginning for the purpose of establishing training of **CLUB** members to familiarize them with the property, the buffer zones and other physical attributes of the property. During this period, no hunting of any nature shall be allowed. The term of this lease is specifically limited to this time period only. This is not a one year lease, but rather a hunting season lease. Every year, the **CITY** will determine if it will continue to allow hunting on the LTF property. IF the determination is to continue, the **CITY** will notify the **CLUB** 3 (three) months prior to the start of the season. Failure on the part of the **CITY** to notify the **CLUB** does not render any rights to the **CLUB** nor establishes any obligations on the **CITY**. Both the **CITY** and **CLUB** agree that this is a "one season" lease and future leases are solely and exclusively the right of the **CITY**.

Designated Hunting Season: 2015 Turkey Season

**Dates of Permitted Access: Turkey Hunting Youth Season – April 4-10, 2015
Turkey Season April 11 – May 9, 2015**

Note: Turkey Hunting Youth Day MUST be authorized by the CITY each year.

9. **OCCUPANCY** - Occupancy of the leased portion of the LTF property is expressly limited to the time period outlined in paragraph 8 above and to the territory covered by the lease. Occupancy during any other time of the year or occupancy of any other property not under the lease is expressly forbidden. Violations shall be the grounds to immediately terminate the lease and the **CLUB** shall forfeit any and all fees paid for the remainder of the season.
10. **STILL HUNTING** - Hunting method shall be limited to still hunting. The use of dogs or any other hunting technique other than still hunting is expressly prohibited with the exception of water fowl hunting seasons. Retrieval dogs are permitted for the **CLUB** only if their lease is for the water fowl season as determined by the North Carolina Wildlife Resource Commission.

11. **FORESTRY MANAGEMENT** - The **CITY** manages the LTF in a forestry management program. The **CLUB** acknowledges this fact and the fact that from time to time, the **CITY** will be harvesting, thinning, conducting controlled burns or otherwise managing the LTF. These activities may, from time to time, limit the availability of the property for hunting. When those activities are scheduled, the **CITY** shall notify the **CLUB**, through **CLUB** designee, of the scheduled event. In those cases, no hunting shall be allowed on that day. If this occurs more than once in a season, the **CITY** agrees to pro rate the lease fees for every day beyond one day of hunting lost due to these events of forestry management.
12. **HUNTING** - Hunting, or other occupancy of the property as specified in paragraph 8 above. **There will be no hunting of any kind on Sundays during Turkey Hunting Season.**
13. **OPENING OF GATES/DOUBLE LOCKS** - The **CITY** and the **CLUB** agree to allow double locks on entry gates. The number of gates and location of said gates shall be established in writing. The **CITY** shall be the sole determiner of which gates shall be double locked. The **CLUB** shall not open the gates earlier than 60 minutes before sunrise on the permitted hunting days as specified in paragraph 8 during the leased period and will close the gates no later than 30 minutes following sunset. Other than **ON DUTY CITY** personnel, no one is allowed on the property before the gates are opened or after the gates are closed. Further, no one other than **ON DUTY CITY** personnel is allowed on the property on any day other than as specified in paragraph 8 above. The **CLUB** is permitted to lock said gates upon their entry of the approved areas in order to ensure the security of these areas at all times. Upon completion of the hunting season, all double locks shall be removed by the **CLUB** as part of the "equipment removal" clause in paragraph 8 above.
14. **BUFFER ZONE** - A buffer zone has been established to protect adjacent property and to avoid conflicts with said property owners. These buffers are clearly marked by the **CITY** and are specifically shown in **EXHIBIT A**, attached hereto. These buffers are strictly and entirely off limits, except for entering the gates to pass through to the designated hunting area. **No hunting may occur within the buffer zones.** No occupancy of the buffer zone in any way shall occur, except for entering the gates to pass through to the designated hunting area. Violation of this buffer zone shall be grounds for immediate termination of the lease with no pro rata of fees paid.

B. Club Obligations:

1. **CLUB** agrees to furnish to **CITY** a Club Roster, with a list of their membership, which should contain at a minimum, the names, addresses, and phone numbers (both home and cell) of all members and a list of the **CLUB** officers which is attached as **EXHIBIT B**. The **CLUB** also agrees to furnish a copy of their charter and bylaws

attached hereto as **EXHIBIT C** and made part of this Agreement. Once the hunting season has begun, no additional members nor substitute members may be added. No one may hunt the property under this lease except those **CLUB** members specified on **EXHIBIT B**. This includes no guests nor family members. Hunting is only for those persons shown on the official roster provided to the **CITY**.

2. The **CLUB** agrees to acquire General Liability insurance in the amount of \$1,000,000. The **CLUB** will provide a Certificate of Insurance to the **CITY** and will list the **CITY** as an additional insured. This insurance must be carried by an insurance company licensed or authorized to do business in North Carolina. Review and approval of such insurance coverage by the **CITY** must be given before the Lease Agreement can be executed.
3. **CLUB** agrees to protect, defend, indemnify and hold the **CITY**, its officers, employees and agents free and harmless from and against any losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities in connection with or arising out of this Agreement and/or the performance hereof that are due to the negligent acts of the **CLUB**, its officers, members, or agents. The **CLUB** further agrees to handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.
4. **CLUB** agrees to ensure that all their members authorized to hunt, shall have in their possession a valid North Carolina hunting license, in addition to the **CLUB** issued identification badge. Vehicles of **CLUB** members must have a decal issued by the **CLUB** displayed in a prominent location on the vehicle.
5. **CLUB** understands that hunting areas will be assigned around plant operations and designated hunting areas will be broken down by irrigation zones and natural boundaries where possible. **CLUB** members will not be permitted outside of designated hunting areas at any time. See **EXHIBIT A** for a detailed map of the designated hunting and buffer zones for **Turkey** hunting.
6. **CLUB** may erect permanent gates at access points to the site, where gates do not currently exist, to restrict trespassers or poachers from entering upon the property. Requests for such gates and their locations will be submitted to the **CITY** in writing and must be pre-approved in writing by the **CITY**. **All expenses relative to these gates shall be the total and sole responsibility of the Club.** All gates installed shall remain upon the property and shall, thereafter, become the property of the **CITY**. Otherwise no permanent structures shall be erected on the property, including tree stands that are attached to trees using nails, lag screws, bolts, etc. Portable tree stands, as well as portable climbers, that can be strapped or chained to trees are permitted. All such hunting assistance devices must be removed within one week of the close of the hunting season. Failure to do so shall constitute forfeiture of the equipment. Placement of the equipment on the LTF property is solely at the risk of

the **CLUB** and its member. Damage to, theft of or other loss is not the responsibility of the **CITY**.

7. **CLUB** is not permitted to transfer or assign any of its rights and privileges granted hereunder, without the express written consent of the **CITY**.
8. Any **CLUB** member who violates any of these provisions will be prohibited from hunting at the site for the remainder of the hunting season.
9. A violation of the hunting provisions may result in the entire **CLUB** being prohibited from hunting at the site for the remainder of the hunting season. Determining what constitutes a violation of the provisions will be at the sole discretion of the **CITY**.
10. There will be no hunting permitted on **CITY** property **beyond the limits of the leased area**.
11. Alcoholic beverages, drugs, fireworks, flares, and campfires are strictly prohibited on **CITY** property.
12. Hunting will be with black powder, shotguns, crossbow or bow and arrow as permitted by North Carolina hunting regulations. In all cases, hunting must occur with appropriate size shells.
13. **CLUB** understands that it is responsible for damage to site roads, spray corridors, spray equipment or any other physical component of the irrigation system caused by **CLUB** members during the hunting season. Such damage will be repaired and returned to a condition which is as good as or better than the condition that existed prior to hunting **NO LATER THAN 60 DAYS AFTER THE END OF THE LEASE**.
14. If the automatic sprinklers start-up in a particular zone in which hunting is underway, hunters must immediately stop hunting and leave that zone.
15. **CLUB** agrees to pay **CITY** the amount of **\$1.25 per acre** for the lease of the **1373.52** acre area of **CITY** property for **Turkey** hunting. This equates to a total of **\$1,716.90**. The full amount is due prior to execution of this agreement. Hunting will not commence until the lease is paid in full.
16. **CLUB** assumes all liability with respect to their members coming in contact with the treated wastewater and any ill health effects which might result. **CITY** will be held harmless from any resulting health related claims by **CLUB** members.
17. Only on-road vehicles and golf carts are permitted on the site and are restricted to site roads. No off-road vehicles are allowed. Signs will be posted in areas indicating

where vehicles are not permitted. Vehicles are not permitted in the wide-open areas outside of roadways where vegetation is growing.

18. The hunting of wild bear on the site is **NOT PERMITTED**. The hunting of any animal other than the specific animal allowed in the hunting season is prohibited.

C. Execution Authority:

This Agreement is a valid and authorized undertaking between the two parties. The representatives of the **CITY** and **CLUB** who have signed below have been authorized to do so.

In witness whereof, the parties hereto have made and executed this Agreement as of the day and year first written above.

CITY OF JACKSONVILLE

By: _____

Name: Richard L. Woodruff

Title: City Manager

Witness: _____

Date: _____

Club: M & M HUNTING CLUB

By: _____

Name: Huey Miller

Title: President

Witness: _____

Date: _____

CERTIFICATE OF CITY'S ATTORNEY

I, the undersigned, John T. Carter Jr., the duly authorized and acting legal representative of THE CITY OF JACKSONVILLE, NORTH CAROLINA, do hereby certify as follows:

I have examined the attached contract for the **2015 Lease for Turkey Hunting to M & M Hunting Club** and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legal binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

Signature

Date

APPROVAL BY CITY FINANCE OFFICER

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Signature

Date

Revenue Account **530.0000.361.0500**

Amount Due: **\$1,716.90 (1373.52 acres x 1.25)**

EXHIBIT "A"

Designated Hunting & Buffer Zones for Turkey Season

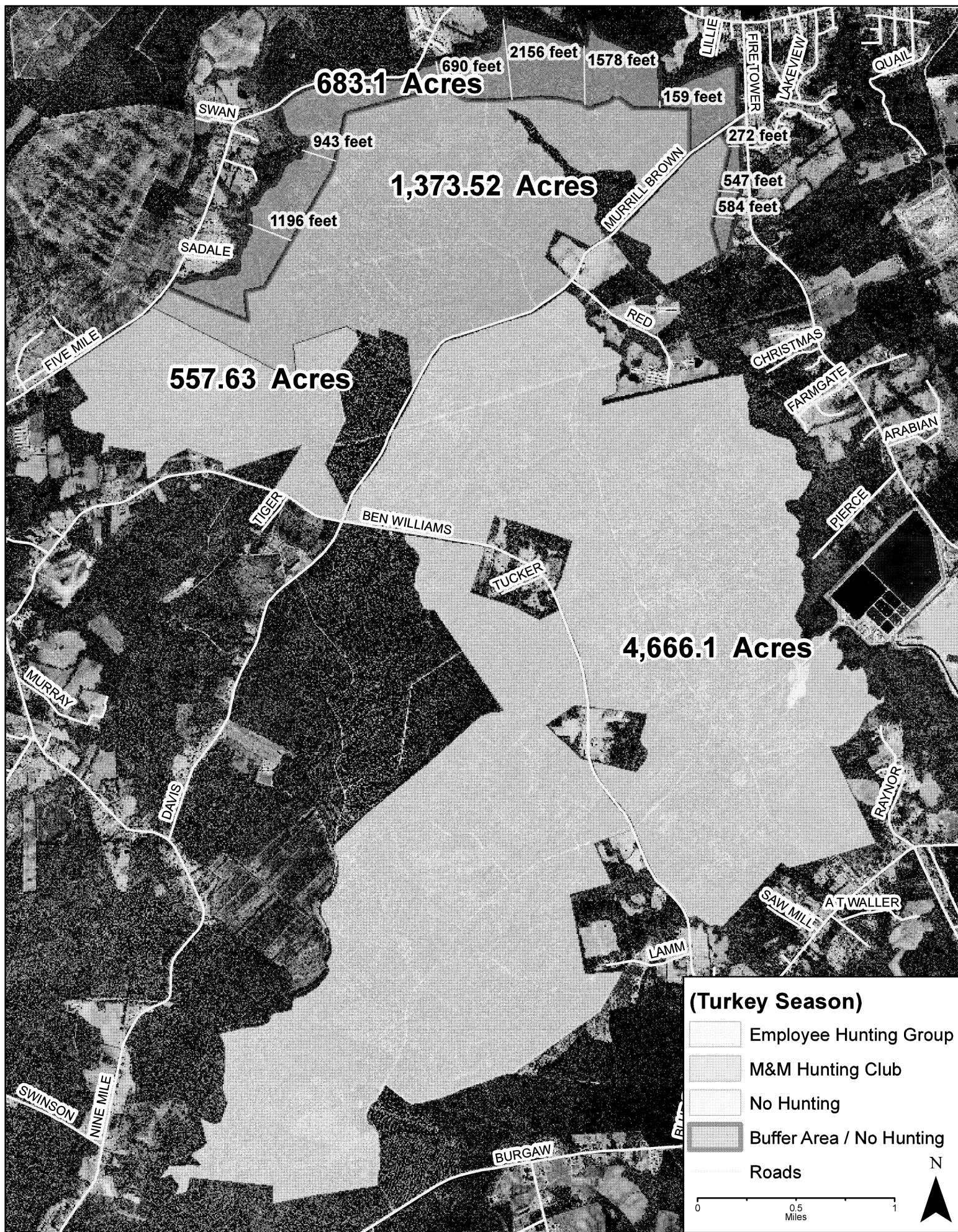


EXHIBIT "B"

Club Membership Roster

EXHIBIT "B" M & M TURKEY HUNTING CLUB

Membership List

The following are full members of the M & M Turkey Hunting Club:

**Huey Miller, President
229 Treehaven Lane
Jacksonville, NC 28540
910-455-8987**

**Robert Murray
955 Horse Branch Rd.
Burgaw, NC 28425
910-259-9341**

**Jason Milam
370 N. Holly Shelter Estates
Rocky Point, NC 28457
910-443-8096**

**George Venters
905 Williamson Drive
Raleigh, NC 27608
919-614-5321**

The following are restricted members of the M & M Turkey Hunting Club:

**Bill Waddell
301 Daisy Ct.
Jacksonville, NC 28540
910-324-7308**

**Saundra B. Miller
229 Treehaven Lane
Jacksonville, NC 28540
910-455-8987**

**Preston Brown
493 Cedar Fork Rd.
Beulaville, NC 28518
910-324-5704**

**Richard Spencer
169 Aldersgate Rd.
Jacksonville, NC 28546
910-238-2370**

**Jackie Murray
955 Horse Branch Rd.
Burgaw, NC 28425
910-259-9341**

**Joey Smith
262 Mewborne Church Rd.
Snow Hill, NC 28589
919-73804583**

Page 2 Members of M & M Turkey Hunting Club

Restricted Members continued:

Ben Milam
1629 Rebecca Kennedy Rd.
Rocky Point, NC 28457
910-540-9990

Zack Milam
1629 Rebecca Kennedy Rd.
Rocky Point, NC 28457
910-523-0685

David Oliver
702 Newman Rd.
New Bern, NC 28562
252-514-5712

Crystal Milam
370 North Holly Shelter Est.
Rocky Point, NC 28457
910-443-8096

Steve Spencer
169 Aldersgate Dr.
Jacksonville, NC 28546
910-238-2370

Ron Ochse
107 Epworth Dr.
Jacksonville, NC 28546
910-346-8223

Patrick O'Neal
1149 Lakeview Avenue
Richlands, NC 28574
910-324-6441

Joel Milam
1629 Rebecca Kennedy Rd.
Rocky Point, NC 28457
910-540-7666

George Venters, Jr.
709 Yarmouth Rd.
Raleigh, NC 27607
919-604-5480

Hillman Duncan
2714 Anderson Drive
Raleigh, NC 27608
919-270-8519

Frank Liggett, III
612 Macon Place
Raleigh, NC 27609
919-782-0094

James Stone
42 Blunbury Park Drive
Raleigh, NC 27609
919-782-9306

Hillman Duncan, Jr.
2714 Anderson Drive
Raleigh, NC 27608
919-270-8519

W.V. Venters III
1707 Landfall Drive
Wilmington, NC 28405
910-547-3686

Page 3 Members of M & M Turkey Hunting Club

Restricted Members continued:

**Phillip Whitley
P. O. Box 1600
Wendell, NC
919-280-5370**

EXHIBIT "C"

Club Charter & Bylaws

EXHIBIT "C" M&M TURKEY HUNTING CLUB

BYLAWS AND RULES

- 1) Hunting on leased city property is by "walk-in" only except as specifically specified by the City.**
- 2) Members are required to vacate an area during active spraying.**
- 3) Only shotguns are allowed for turkey hunting with shot limited to 4, 5, or 6.**
- 4) Full members enjoy full and independent hunting privileges. Restricted members can hunt only with a full member by his side.**
- 5) If a member determines that another member arrived first on a turkey he must vacate the area.**
- 6) Only gobblers 2 years old and older shall be harvested. An exception would be a restricted member who has never killed a turkey.**
- 7) A harvested turkey's weight, beard length, and spur length shall be reported to Huey Miller. Location and time of kill is needed.**
- 8) All North Carolina laws regarding turkey hunting shall be adhered to.**
- 9) Any abuse of city property as well as damaged spray equipment shall be reported.**
- 10) Hunting is not allowed in the designated buffer zone.**

HUNTING LEASE AGREEMENT

CITY OF JACKSONVILLE LAND TREATMENT SITE

This Agreement made this _____ day of September, 2014 by and between the CITY of Jacksonville (**CITY**) and the Southwest Water Fowlers Hunting Club (**CLUB**), sets forth the conditions, covenants, understandings, and considerations of the contract governing the lease of the **CITY** property, containing approximately 27.2 acres, designated as Lily Pad Pond, Duck Pond, and Southwest Creek to the **CLUB** for the purpose of Water Fowl hunting.

A. Acknowledgments:

The **CITY** and **CLUB** affirm and acknowledge the following facts and understandings:

1. **CITY** is the owner of a tract of property containing approximately 7,330 acres which is located in the northwest portion of Onslow County. The **CITY** property is generally know as the City of Jacksonville Land Treatment Facility (LTF) and is utilized by the **CITY** for the treatment and disposal of wastewater.
2. **LEASED AREA** - The area which will be leased for hunting is located in various areas of the compound and is specifically shown as EXHIBIT A, attached hereto.
3. **CITY PROPERTY** - The **CITY** property consists of a pretreatment area, which is approximately 150 acres of fenced area, with the majority of the total site containing spray fields with underground irrigation piping and above-ground irrigation sprinklers as well as areas currently in a natural state.
4. **MAJOR INVESTMENT** - The **CITY** has made a major investment in the improvements on this property. The improvements must not be compromised in any manner.
5. **CLUB ORGANIZATION** - The **CLUB** is organized for the purpose of Water Fowl hunting. It maintains a membership list with the names and addresses of all members and has rules and regulations which each and every member must agree to adhere to and abide by.
6. **WORK DUTIES** - Throughout the entire year, including the hunting season, the LTF will be occupied by **CITY** employees. Their work duties require that they spend considerable time in the irrigation fields and surrounding forested areas.
7. **WASTEWATER SPRAY** - On a scheduled and frequent basis, including the time period under this lease, treated wastewater will be sprayed in the irrigation areas. Although this water is disinfected, it is not potable. Contact with this water could pose a potential health hazard

because the water may still contain pathogenic organisms. The **CLUB** and every member of the **CLUB** acknowledges this fact and understands that at their request, not the **CITY's**, they are being allowed to hunt within a portion of the boundary of the LTF as stipulated in this agreement. Furthermore, they fully and freely accept any and all personal health consequences that may result from their use of this property for the uses allowed under this agreement.

8. **TERM** - The term of the lease will be limited to that time period of the Water Fowl hunting season as stipulated by the North Carolina Wildlife Resources Commission, and hunting will only occur on Saturdays and other days during the week as approved by the LTF Chief Operator during this season. Additionally, the **CLUB** may utilize the property 1 (one) Saturday immediately prior to the season beginning for the purpose of scouting, training of **CLUB** members to familiarize them with the property, the buffer zones and other physical attributes of the property. During this period, no hunting of any nature shall be allowed. Also, the **CLUB** may occupy the property on the Saturday immediately following the close of the designated hunting season to remove any temporary stands. Again, no hunting or other activities may occur during this time. The term of this lease is specifically limited to this time period only. This is not a one year lease, but rather a hunting season lease. Every year, the **CITY** will determine if it will continue to allow hunting on the LTF property. IF the determination is to continue, the **CITY** will notify the **CLUB** 3 (three) months prior to the start of the season. Failure on the part of the **CITY** to notify the **CLUB** does not render any rights to the **CLUB** nor establishes any obligations on the **CITY**. Both the **CITY** and **CLUB** agree that this is a "one season" lease and future leases are solely and exclusively the right of the **CITY**.

Designated Hunting Season: 2014-2015 Water Fowl Season

Dates of Permitted Access: According to NC Wildlife Regulations

9. **OCCUPANCY** - Occupancy of the leased portion of the LTF property is expressly limited to the time period outlined in paragraph 8 above and to the territory covered by the lease. Occupancy during any other time of the year or occupancy of any other property not under the lease is expressly forbidden. Violations shall be the grounds to immediately terminate the lease and the **CLUB** shall forfeit any and all fees paid for the remainder of the season.
10. **STILL HUNTING** - Hunting method shall be limited to still hunting. The use of dogs or any other hunting technique other than still hunting is expressly prohibited with the exception of water fowl hunting seasons. Retrieval dogs are permitted for the **CLUB** only if their lease is for the water fowl season as determined by the North Carolina Wildlife Resource Commission.
11. **FORESTRY MANAGEMENT** - The **CITY** manages the LTF in a forestry management program. The **CLUB** acknowledges this fact and the fact that from time to time, the **CITY** will be harvesting, thinning, conducting controlled burns or otherwise managing the LTF. These activities may, from time to time, limit the availability of the property for hunting. When those

activities are scheduled, the **CITY** shall notify the **CLUB**, through **CLUB** designee, of the scheduled event. In those cases, no hunting shall be allowed on that day. IF this occurs more than once in a season, the **CITY** agrees to pro rate the lease fees for every day beyond one day of hunting lost due to these events of forestry management.

12. **HUNTING** - Hunting, or other occupancy of the property as specified in paragraph 8 above. **There will be no hunting of any kind on Sundays during Water Fowl Hunting Season.**
13. **OPENING OF GATES/DOUBLE LOCKS** - The **CITY** and the **CLUB** agree to allow double locks on entry gates. The number of gates and location of said gates shall be established in writing. The **CITY** shall be the sole determiner of which gates shall be double locked. The **CLUB** shall not open the gates earlier than 30 minutes before sunrise on the permitted hunting days as specified in paragraph 8 during the leased period and will close the gates no later than 30 minutes following sunset. For water fowl season leases, the permitted times of access shall follow the North Carolina Wildlife Resources Commission regulations. Other than **ON DUTY CITY** personnel, no one is allowed on the property before the gates are opened or after the gates are closed. Further, no one other than **ON DUTY CITY** personnel is allowed on the property on any day other than as specified in paragraph 8 above. The **CLUB** is permitted to lock said gates upon their entry of the approved areas in order to ensure the security of these areas at all times. Upon completion of the hunting season, all double locks shall be removed by the **CLUB** as part of the "equipment removal" clause in paragraph 8 above.
14. **BUFFER ZONE** - A buffer zone has been established to protect adjacent property and to avoid conflicts with said property owners. These buffers are clearly marked by the **CITY** and are specifically shown in **EXHIBIT A**, attached hereto. These buffers are strictly and entirely off limits. No hunting may occur within the buffer zones. No occupancy of the buffer zone in any way shall occur. Violation of this buffer zone shall be grounds for immediate termination of the lease with no pro rata of fees paid.

B. CLUB Obligations:

1. **CLUB** agrees to furnish to **CITY** a Club Roster, with a list of their membership, which should contain at a minimum, the names, addresses, and phone numbers (both home and cell) of all members and a list of the **CLUB** officers which is attached as EXHIBIT A. The **CLUB** also agrees to furnish a copy of their charter and bylaws attached hereto as EXHIBIT C and made part of this Agreement. Once the hunting season has begun, no additional members nor substitute members may be added. No one may hunt the property under lease except those Club members specified on EXHIBIT B. This includes no guests nor family members. Hunting is only for those persons shown on the official roster provided to the **CITY**.
2. The **CLUB** agrees to acquire General Liability insurance in the amount of \$1,000,000. The **CLUB** will provide a Certificate of Insurance to the **CITY** and will list the **CITY** as an

additional insured. This insurance must be carried by an insurance company **licensed** or authorized to do business in North Carolina. Review and approval of such insurance coverage by the **CITY** must be given before the Lease Agreement can be executed.

3. **CLUB** agrees to protect, defend, indemnify and hold the **CITY**, its officers, employees and agents free and harmless from and against any losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities in connection with or arising out of this Agreement and/or the performance hereof that are due to the negligent acts of the **CLUB**, its officers, members, or agents. The **CLUB** further agrees to handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.
4. **CLUB** agrees to ensure that all their members authorized to hunt, shall have in their possession a valid North Carolina hunting license, in addition to the **CLUB** issued identification badge. Vehicles of **CLUB** members must have a decal issued by the **CLUB** displayed in a prominent location on the vehicle.
5. **CLUB** understands that hunting areas will be assigned around plant operations and designated hunting areas will be broken down by irrigation zones and natural boundaries where possible. Club members will not be permitted outside of designated hunting areas at any time.
6. **CLUB** may erect permanent gates at access points to the site, where gates do not currently exist, to restrict trespassers or poachers from entering upon the property. Requests for such gates and their locations will be submitted to the **CITY** in writing and must be pre-approved in writing by the **CITY**. **All expenses relative to these gates shall be the total and sole responsibility of the Club.** All gates installed shall remain upon the property and shall, thereafter, become the property of the **CITY**. Otherwise no permanent structures shall be erected on the property, including tree stands that are attached to trees using nails, lag screws, bolts, etc. Portable tree stands, as well as portable climbers, that can be strapped or chained to trees are permitted. All such hunting assistance devices must be removed within one week of the close of the hunting season. Failure to do so shall constitute forfeiture of the equipment. Placement of the equipment on the LTF property is solely at the risk of the **CLUB** and its members. Damage to, theft of or other loss is not the responsibility of the **CITY**.
7. **CLUB** is not permitted to transfer or assign any of its rights and privileges granted hereunder, without the express written consent of the **CITY**.
8. Any **CLUB** member who violates any of these provisions will be prohibited from hunting at the site for the remainder of the hunting season.
9. A violation of the hunting provisions may result in the entire **CLUB** being prohibited from hunting at the site for the remainder of the hunting season. Determining what constitutes a violation of the provisions will be at the sole discretion of the **CITY**.

10. There will be no hunting permitted on CITY property **beyond the limits of the leased area.**
11. Alcoholic beverages, drugs, fireworks, flares, and campfires are strictly prohibited on **CITY** property.
12. Hunting will be with black powder, shotguns, crossbow or bow and arrow as permitted by North Carolina hunting regulations. In all cases, hunting must occur with appropriate size shells.
13. **CLUB** understands that it is responsible for damage to site roads, spray corridors, spray equipment or any other physical component of the irrigation system caused by **CLUB** members during the hunting season. Such damage will be repaired and returned to a condition which is as good as or better than the condition that existed prior to hunting **NO LATER THAN 60 DAYS AFTER THE END OF THE LEASE.**
14. If the automatic sprinklers start-up in a particular zone in which hunting is underway, hunters must immediately stop hunting and leave that zone.
15. **CLUB** agrees to pay **CITY** the amount of \$1.25 per acre for the lease of the 27.2 acre area of CITY property for Water Fowl hunting. This equates to a total of \$34.00. The full amount is due prior to execution of this agreement. Hunting will not commence until the lease is paid in full.
16. **CLUB** assumes all liability with respect to their members coming in contact with the treated wastewater and any ill health effects which might result. **CITY** will be held harmless from any resulting health related claims by **CLUB** members.
17. Only on-road vehicles and golf carts are permitted on the site and are restricted to site roads. No off-road vehicles are allowed. Signs will be posted in areas indicating where vehicles are not permitted. Vehicles are not permitted in the wide-open areas outside of roadways where vegetation is growing.
18. The hunting of wild bear on the site is **NOT PERMITTED**. The hunting of any animal other than the specific animal allowed in the hunting season is prohibited.
19. **If the lagoon levels rise or any other condition warrants that the CITY, in its sole judgment require that all hunting cease until said conditions improve, then the CLUB acknowledges it will abide by the CITY decision. The CITY will be the sole and final authority for making this decision.**

C. Execution Authority:

This Agreement is a valid and authorized undertaking between the two parties. The representatives of the **CITY** and **CLUB** who have signed below have been authorized to do so.

In witness whereof, the parties hereto have made and executed this Agreement as of the day and year first written above.

CITY: City of Jacksonville

CLUB: Southwest Water Fowlers Hunting Club

By: _____

By: _____

Title: _____ City Manager

Title: _____ President

Witness: _____

Witness: _____

Date: _____

Date: _____

CERTIFICATE OF CITY'S ATTORNEY

I, the undersigned, John T. Carter Jr., the duly authorized and acting legal representative of THE CITY OF JACKSONVILLE, NORTH CAROLINA, do hereby certify as follows:

I have examined the attached contract for the Lease of Lily Pad Pond, Duck Pond, and Southwest Creek of the Land Treatment Facility to Southwest Water Fowlers Hunting Club and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to executed said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legal binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

Signature

Date

APPROVAL BY CITY FINANCE OFFICER

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Signature

Date

Revenue Account: 530.0000.361.05-00

Revenue Amount: \$34.00 (\$1.25 per acre for 27.2 acres)

EXHIBIT "A"

Designated Hunting & Buffer Zones

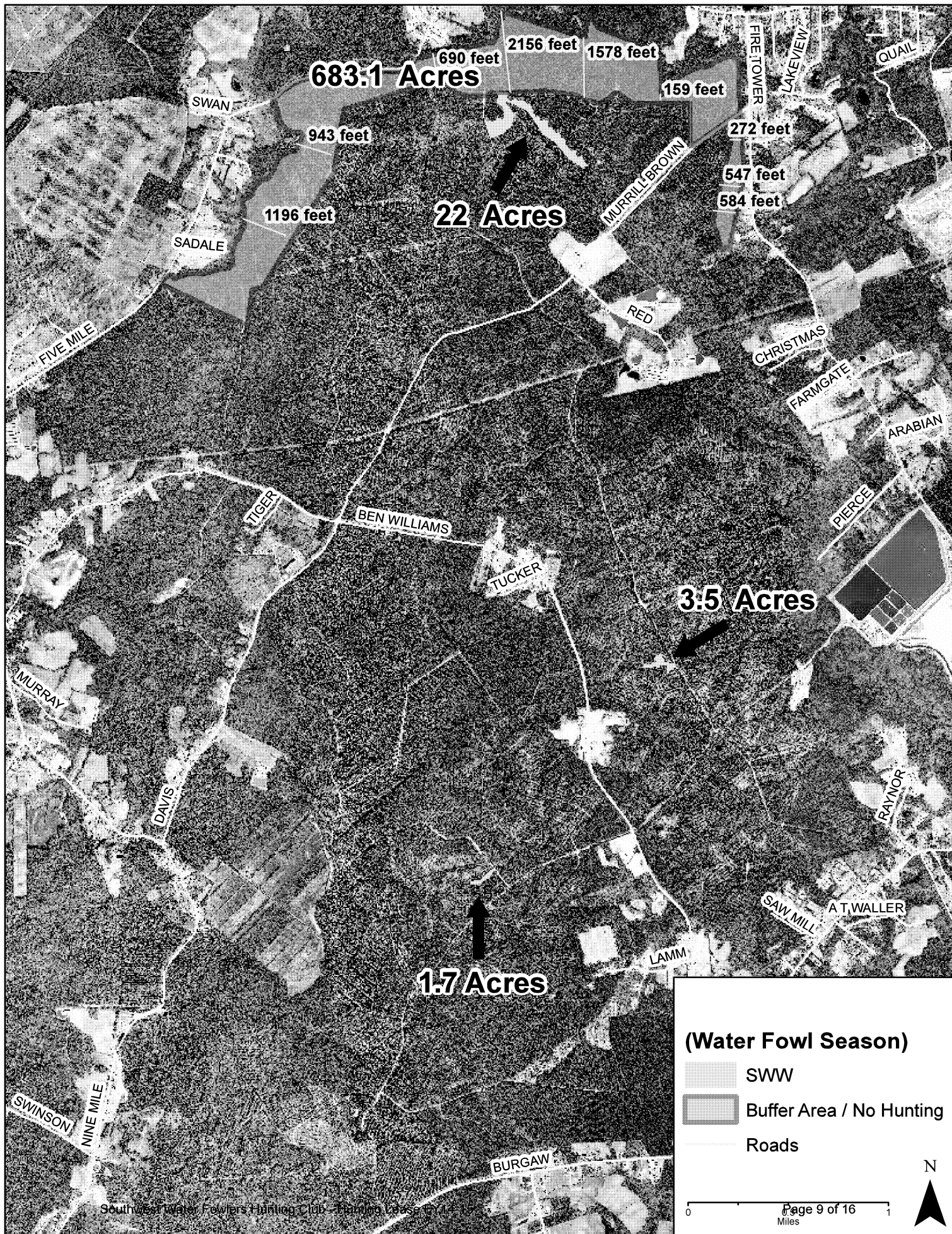


EXHIBIT "B"

Club Membership Roster

Southwest Water Fowler's 2014-2015 Roster

MEMBERS:

Jeff Maready
Jennifer Maready
Alyssa Maready
195 Ben Williams Road
Jacksonville, NC

Larry Maready
Alex Maready
Alan Maready
6905 Bloomsbury Lane
Spotsylvania, VA

Guests:

James Foy
Darrell Johnson
Brandon Weston
Rick Postlethwaite

EXHIBIT "C"

Club Charter & Bylaws

Southwest Waterfowlers CONSTITUTION

Article I. Name The name of this organization shall be Southwest Waterfowlers

Article II. Purpose

- a. Conduct waterfowl hunting
- b. Establish procedures for managing and harvesting waterfowl at LTS.
- c. Enjoy hunting fellowship with other hunters, always practicing safety and good sportsmanship

Article III. Officers

- a. The officer shall be a President/Treasurer.
- b. This officer shall be responsible for the proper operation of the club.
- c. The officer shall be elected by a simple majority vote of the members present at a regular meeting.
- d. Office terms will be one year.

Article IV. Voting

- a. All voting will be conducted with a simple majority vote of the members present at a regular or special meeting

Article V. Membership & Dues

- a. Membership will consist of approved members only.

EXHIBIT "D"

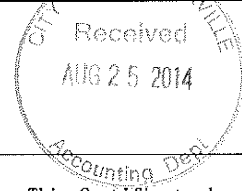
Certificate of Insurance

✓ 8/18/14
Date 8/20/2014

Certificate of Insurance

Insured
Scheduled Participant Hunting Clubs of the North Carolina
Forestry Association
1600 Glenwood Ave.
Raleigh, NC 27608

Producer
Eddie Campbell
FMIC Insurance Agency, Inc.
PO Box 19467
Raleigh, NC 27619



This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

COMPANIES AFFORDING COVERAGE

Company A
HDI-Gerling America Insurance Company

Description of Operations
Hunting Clubs and/or Hunting Leases

COVERAGES

This is to certify that the Policies of Insurance listed below have been issued to the Insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown have been reduced by paid claims.

Company	Type of Insurance	Policy Number	Effective Date	Expiration Date	Limits	
A	X - General Liability X - Occurrence	GG19H000018-00	8/11/2014	8/1/2015	General Aggregate	\$2,000,000
					Products/Completed Operation Aggregate	Excluded
					Personal / Advertising	\$1,000,000
	General Aggregate Limit applies per Location				Each Occurrence Limit	\$1,000,000
					Fire Damage Limit	\$ 50,000
					Medical Payments	\$ 5,000

Parcel Description	Total Acres	County / Parish	State
--------------------	-------------	-----------------	-------

Certificate Holder is an additional insured of the GL Policy as a landowner member of NCFA - Southwest Water Fowlers 27.22 acres Onslow Co NC

Additional Insured

Certificate Holder is a named insured of the policy as a Landowner Member or Hunt Club Member of NCFA

Tamara Matthews
City of Jacksonville Land Waste Mgmt. System
P.O. Box 128
Jacksonville, NC 28541

Authorized Representative

Eddie Campbell

1600 Glenwood Avenue
Suite I
Raleigh, NC 27608

919/834-3943
800/231-7723
919/832-6188 Fax

www.ncforestry.org

Allen Plaster
Chairman of the Board

Ray Allen
President

Frank Rackley
*Interim Executive
Vice President*

NCFCA Board Members

David Ashcraft
Bob Bardon
Billy Barnette
Dwight Batts
Dianne Beasley
Scott Bissette
Scott Brewer
Eugene Brown
Doug Burleson
Kenny Cain
Mark Church
Billy Corey
Steve Crawley
John Culp
Greg Decker
Tony Doster
Joe Evans
Ashley Faircloth
John Fletcher
John Gray
Jeff Hanks
Fred Hardin
Dennis Hazel
David Henderson
David Hendrix
Brad Howard
Bryan Hulka
Perry Hunt
Tom Inman
Jimmy Jackson
Robert Jordan
Charles Kenley
Kenneth Lin
Robin Little
Chris Logan
Parker Lumpkin
Charlie Marshburn
Keith McCollum
Boyd McLaurin
Stephen Newcomb
Bill Overbey
Wib Owen
Patrick Parton
Fay Raynor
Jim Reavis
Riddick Ricks
Hans Rohr
Bernard Rose
Bob Schaefer
Ken Stuart
Fred L. Taylor
Jamie Teel
Marshall Thompson
Mark Vollinger
Michael Walters
Mary Watzin
Aaron Welch
Mark Wiseman



August 19, 2014

Jeff Maready
Southwest Water Fowlers
195 Ben Williams Rd.
Jacksonville, NC 28540

Dear Jeff:

RE: NCFCA Hunting Lease Liability Program

Thank you for your participation in the NCFCA's Hunting Lease Liability Insurance Program. According to our records, we have receipt of payment for Southwest Water Fowlers and the following landowner(s) and acreage, Certificate holder is a named insured of the GL policy as a landowner member - City of Jacksonville 27.22 acres Onslow Co NC

Due to the outstanding participation and response to this program we are sending this letter to advise you that you are covered under Policy # GG19H000018-00, effective 8/11/2014 through 8/1/2015. You will receive a copy of the certificate for your records from the HDI-Gerling America Insurance Company

M. Ann Harper
Business Manager

HUNTING LEASE AGREEMENT CITY OF JACKSONVILLE LAND TREATMENT SITE

This Agreement made this _____ day of _____, 2014 by and between the CITY of Jacksonville (**CITY**) and the Rhodestown Hunting Group (**CLUB**), sets forth the conditions, covenants, understandings, and considerations of the contract governing the lease of the **CITY** property, containing approximately 2103.1 acres, as noted in Exhibit A - Maps to the **CLUB** for the purpose of **Deer** hunting.

A. Acknowledgments:

The **CITY** and **CLUB** affirm and acknowledge the following facts and understandings:

1. **CITY** is the owner of a tract of property containing approximately 7,330 acres which is located in the northwest portion of Onslow County. The **CITY** property is generally known as the City of Jacksonville Land Treatment Facility (LTF) and is utilized by the **CITY** for the treatment and disposal of wastewater.
2. **LEASED AREA** - The area which will be leased for hunting is located in various areas of the compound and is specifically shown as **EXHIBIT A - Maps**, attached hereto.
3. **CITY PROPERTY** - The **CITY** property consists of a pretreatment area, which is approximately 150 acres of fenced area, with the majority of the total site containing spray fields with underground irrigation piping and above-ground irrigation sprinklers as well as areas currently in a natural state.
4. **MAJOR INVESTMENT** - The **CITY** has made a major investment in the improvements on this property. The improvements must not be compromised in any manner.
5. **CLUB ORGANIZATION** - The **CLUB** is organized for the purpose of **Deer** hunting. It maintains a membership list with the names and addresses of all members and has rules and regulations which each and every member must agree to adhere to and abide by.
6. **WORK DUTIES** - Throughout the entire year, including the hunting season, the LTF will be occupied by **CITY** employees. Their work duties require that they spend considerable time in the irrigation fields and surrounding forested areas.
7. **WASTEWATER SPRAY** - On a scheduled and frequent basis, including the time period under this lease, treated wastewater will be sprayed in the irrigation areas. Although this water is disinfected, it is not potable. Contact with this water could pose a potential health hazard because the water may still contain pathogenic organisms. The **CLUB** and every member of the **CLUB** acknowledges this fact and understands that at their request, not the **CITY's**, they

are being allowed to hunt within a portion of the boundary of the LTF as stipulated in this agreement. Furthermore, they fully and freely accept any and all personal health consequences that may result from their use of this property for the uses allowed under this agreement.

8. **TERM** - The term of the lease will be limited to that time period of the **Deer** hunting season as stipulated by the North Carolina Wildlife Resources Commission, and hunting will only occur on Saturdays during this season. Additionally, the **CLUB** may utilize the property 2 (two) Saturdays immediately prior to the season beginning for the purpose of establishing temporary tree stands, training of **CLUB** members to familiarize them with the property, the buffer zones and other physical attributes of the property. During this period, no hunting of any nature shall be allowed. Also, the **CLUB** may occupy the property on the Saturday immediately following the close of the designated hunting season to remove any temporary stands. Again, no hunting or other activities may occur during this time. The term of this lease is specifically limited to this time period only. This is not a one year lease, but rather a hunting season lease. Every year, the **CITY** will determine if it will continue to allow hunting on the LTF property. IF the determination is to continue, the **CITY** will notify the **CLUB** three (3) months prior to the start of the season. Failure on the part of the **CITY** to notify the **CLUB** does not render any rights to the **CLUB** nor establishes any obligations on the **CITY**. Both the **CITY** and **CLUB** agree that this is a "one season" lease and future leases are solely and exclusively the right of the **CITY**.

Designated Hunting Season: 2014-2015 Deer Season

Dates of Permitted Access: Deer Season – September 13, 2013 – January 1, 2015

9. **OCCUPANCY** - Occupancy of the leased portion of the LTF property is expressly limited to the time period outlined in paragraph 8 above and to the territory covered by the lease. Occupancy during any other time of the year or occupancy of any other property not under the lease is expressly forbidden. Violations shall be the grounds to immediately terminate the lease and the **CLUB** shall forfeit any and all fees paid for the remainder of the season.
10. **STILL HUNTING** - Hunting method shall be limited to still hunting. The use of dogs or any other hunting technique other than still hunting is expressly prohibited with the exception of water fowl hunting seasons. Retrieval dogs are permitted for the **CLUB** only if their lease is for the water fowl season as determined by the North Carolina Wildlife Resource Commission.
11. **FORESTRY MANAGEMENT** - The **CITY** manages the LTF in a forestry management program. The **CLUB** acknowledges this fact and the fact that from time to time, the **CITY** will be harvesting, thinning, conducting controlled burns or otherwise managing the LTF. These activities may, from time to time, limit the availability of the property for hunting. When those activities are scheduled, the **CITY** shall notify the **CLUB**, through **CLUB** designee, of the scheduled event. In those cases, no hunting shall be allowed on that day. IF this occurs more than once in a season, the **CITY** agrees to pro rate the lease fees for every day beyond one day of hunting lost due to these events of forestry management.

12. **HUNTING** - Hunting, or other occupancy, of the property as specified in paragraph 8 above, shall be limited to Saturdays.
13. **OPENING OF GATES/DOUBLE LOCKS**- The **CITY** and the **CLUB** agree to allow double locks on entry gates. The number of gates and location of said gates shall be established in writing. The **CITY** shall be the sole determiner of which gates shall be double locked. The **CLUB** shall not open the gates earlier than 30 minutes before sunrise on the permitted hunting days as specified in paragraph 8 during the leased period and will close the gates no later than 30 minutes following sunset. Other than **ON DUTY CITY** personnel, no one is allowed on the property before the gates are opened or after the gates are closed. Further, no one other than **ON DUTY CITY** personnel is allowed on the property on any day other than as specified in paragraph 8 above. The **CLUB** is permitted to lock said gates upon their entry of the approved areas in order to ensure the security of these areas at all times. Upon completion of the hunting season, all double locks shall be removed by the **CLUB** as part of the "equipment removal" clause in paragraph 8 above.
14. **BUFFER ZONE** - A buffer zone has been established to protect adjacent property and to avoid conflicts with said property owners. These buffers are clearly marked by the **CITY** and are specifically shown in **EXHIBIT A - Maps**, attached hereto. These buffers are strictly and entirely off limits. No hunting may occur within the buffer zones. No occupancy of the buffer zone in any way shall occur. Violation of this buffer zone shall be grounds for immediate termination of the lease with no pro rata of fees paid.

B. CLUB Obligations:

1. **CLUB** agrees to furnish to **CITY** a Club Roster, with a list of their membership, which should contain at a minimum, the names, addresses, and phone numbers (both home and cell) of all members and a list of the CLUB officers which is attached as **EXHIBIT B – Club Membership Roster**. The **CLUB** also agrees to furnish a copy of their charter and bylaws attached hereto as **EXHIBIT C – Club Charter & Bylaws** and made part of this Agreement. Once the hunting season has begun, no additional members nor substitute members may be added. No one may hunt the property under lease except those club members specified on **EXHIBIT B – Club Membership Roster**. This includes no guests nor family members. Hunting is only for those persons shown on the official roster provided to the CITY.
2. The **CLUB** agrees to acquire General Liability insurance in the amount of \$1,000,000. The **CLUB** will provide a Certificate of Insurance, attached hereto as **Exhibit D – Certificate of Insurance**, to the **CITY** and will list the **CITY** as an additional insured. This insurance must be carried by an insurance company licensed or authorized to do business in North Carolina. Review and approval of such insurance coverage by the **CITY** must be given before the Lease Agreement can be executed.
3. **CLUB** agrees to protect, defend, indemnify and hold the **CITY**, its officers, employees and agents free and harmless from and against any losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities in connection with or arising out of

this Agreement and/or the performance hereof that are due to the negligent acts of the **CLUB**, its officers, members, or agents. The **CLUB** further agrees to handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

4. **CLUB** agrees to ensure that all their members authorized to hunt, shall have in their possession a valid North Carolina hunting license, in addition to the **CLUB** issued identification badge. Vehicles of club members must have a decal issued by the **CLUB** displayed in a prominent location on the vehicle.
5. **CLUB** understands that hunting areas will be assigned around plant operations and designated hunting areas will be broken down by irrigation zones and natural boundaries where possible. Club members will not be permitted outside of designated hunting areas at any time.
6. **CLUB** may erect permanent gates at access points to the site, where gates do not currently exist, to restrict trespassers or poachers from entering upon the property. Requests for such gates and their locations will be submitted to the **CITY** in writing and must be pre-approved in writing by the **CITY**. **All expenses relative to these gates shall be the total and sole responsibility of the CLUB.** All gates installed shall remain upon the property and shall, thereafter, become the property of the **CITY**. Otherwise no permanent structures shall be erected on the property, including tree stands that are attached to trees using nails, lag screws, bolts, etc. Portable tree stands, as well as portable climbers, that can be strapped or chained to trees are permitted. All such hunting assistance devices must be removed within one week of the close of the hunting season. Failure to do so shall constitute forfeiture of the equipment. Placement of the equipment on the LTF property is solely at the risk of the **CLUB** and its member. Damage to, theft of or other loss is not the responsibility of the **CITY**.
7. **CLUB** is not permitted to transfer or assign any of its rights and privileges granted hereunder, without the express written consent of the **CITY**.

Any **CLUB** member who violates any of these provisions will be prohibited from hunting at the site for the remainder of the hunting season.

8. A violation of the hunting provisions may result in the entire **CLUB** being prohibited from hunting at the site for the remainder of the hunting season. Determining what constitutes a violation of the provisions will be at the sole discretion of the **CITY**.
9. There will be no hunting permitted on **CITY** property beyond the limits of the leased area.
10. Alcoholic beverages, drugs, fireworks, flares, and campfires are strictly prohibited on **CITY** property.
11. Hunting will be with black powder, shotguns, crossbow or bow and arrow as permitted by North Carolina hunting regulations. In all cases, hunting must occur with appropriate size shells.

12. **CLUB** understands that it is responsible for damage to site roads, spray corridors, spray equipment or any other physical component of the irrigation system caused by **CLUB** members during the hunting season. Such damage will be repaired and returned to a condition which is as good as, or better than, the condition that existed prior to hunting **NO LATER THAN 60 DAYS AFTER THE END OF THE LEASE.**
13. If the automatic sprinklers start-up in a particular zone in which hunting is underway, hunters must immediately stop hunting and leave that zone.
14. **CLUB** agrees to pay **CITY** the amount of **\$1.25 per acre** for the lease of the **2103.1** acre area of **CITY** property for **Deer** hunting. This equates to a total of **\$2,628.88**. The full amount is due prior to execution of this agreement. Hunting will not commence until the lease is paid in full.
15. **CLUB** assumes all liability with respect to their members coming in contact with the treated wastewater and any ill health effects which might result. **CITY** will be held harmless from any resulting health related claims by **CLUB** members.
16. Only on-road vehicles and golf carts are permitted on the site and are restricted to site roads. No off-road vehicles are allowed. Signs will be posted in areas indicating where vehicles are not permitted. Vehicles are not permitted in the wide-open areas outside of roadways where vegetation is growing.
17. The hunting of wild bear on the site is **NOT PERMITTED**. The hunting of any animal other than the specific animal allowed in the hunting season is prohibited.

C. Execution Authority:

This Agreement is a valid and authorized undertaking between the two parties. The representatives of the **CITY** and **CLUB** who have signed below have been authorized to do so.

In witness whereof, the parties hereto have made and executed this Agreement as of the day and year first written above.

OWNER: CITY OF JACKSONVILLE

Club: RHODESTOWN HUNTING CLUB

By: _____
Richard L. Woodruff

By: _____
Harry H. Ustach

Title: _____
City Manager

Title: _____
Secretary/Treasurer

Witness: _____

Witness: _____

Date: _____

Date: _____

CERTIFICATE OF CITY'S ATTORNEY

I, the undersigned, John T. Carter Jr., the duly authorized and acting legal representative of THE CITY OF JACKSONVILLE, NORTH CAROLINA, do hereby certify as follows:

I have examined the attached contract for the Hunting Lease Agreement for FY 2012-FY 2013 to the Rhodes town Hunting Group and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to executed said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legal binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

Signature

Date

APPROVAL BY CITY FINANCE OFFICER

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Signature

Date

Revenue Account: 530-0000-361-05.00

Amount: \$1.25 per acre for 2103.1 acres = \$2,628.88

EXHIBIT "A" – Maps

Designated Hunting & Buffer Zones

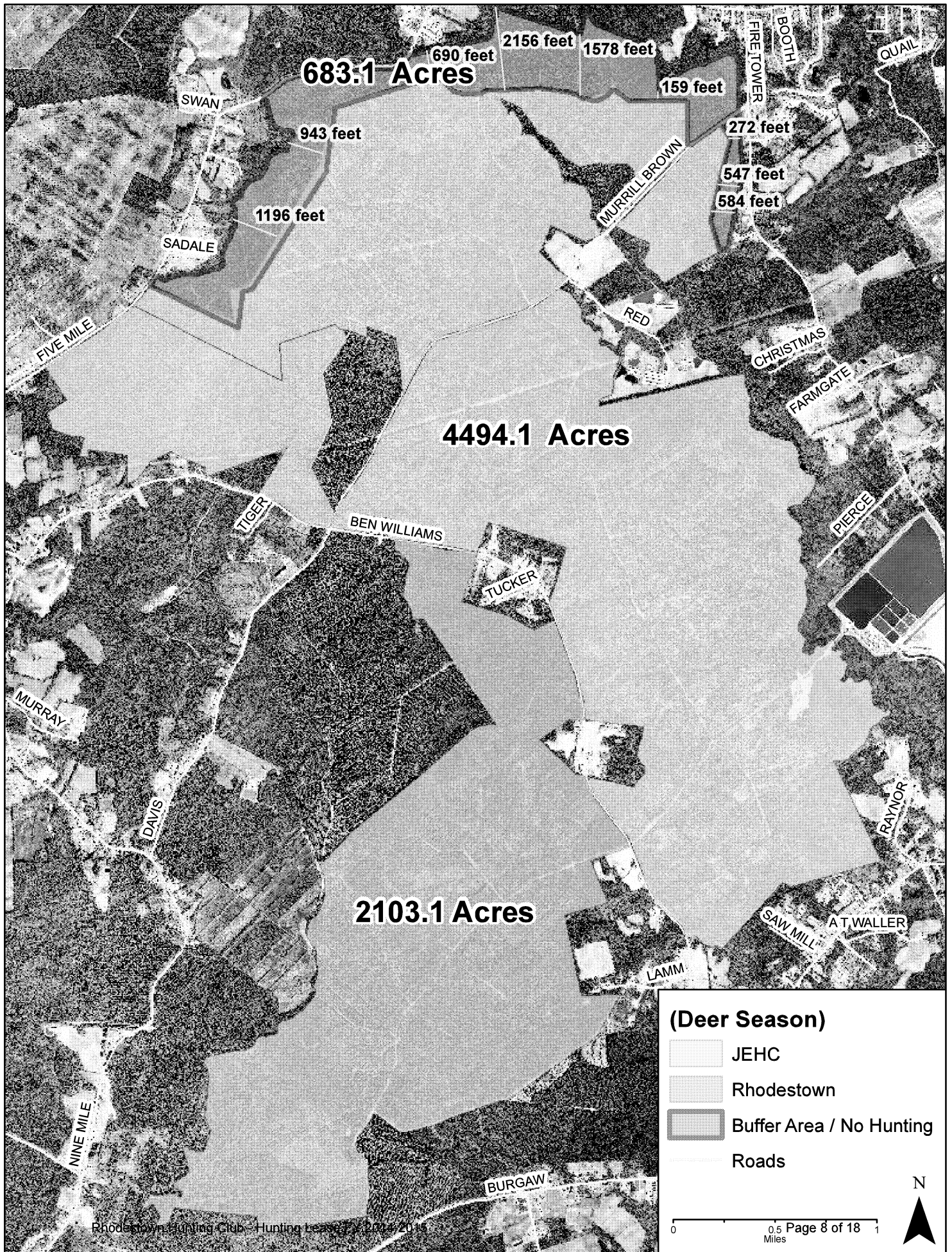


EXHIBIT "B"

Club Membership Roster

RHODESTOWN HUNTING CLUB

PAID MEMBERS 23

HONORARY MEMBERS 4

TOTAL MEMBERS 27

YEAR 2014

MEMBERSHIP ROSTER

	MEMBERS NAME & POSITION HELD PHONE	CITY/STATE
	LELAND DAVIS (POSITION HELD-PRESIDENT) 346-2380	JACKSONVILLE NC
1	HARRY USTACH(SEC/TRES) 353-2717	JACKSONVILLE NC
2	NORWOOD DAVIS(B/GOV) 346-4938	RICHLANDS NC
3	GARY ROCHELLE(B/GOV) 937-6823	JACKSONVILLE NC
4	SONNY COLE(B/GOV) 259-9769	BURGAW NC
5	LINDWOOD TEACHEY(B/GOV) 938-2482	JACKSONVILLE NC
6	DANNY HARRELL 346-9545	JACKSONVILLE NC
7	WENDELL RHODES 455-7578	JACKSONVILLE NC
8	Raymond Howard 242-503-7411	Jacksonville NC
9	Major Rhodes 346-6261	Jacksonville NC

10	Clay Taylor 389-7223	JACKSONVILLE NC
11	Jason Smith 330-7322	Jacksonville NC
12	DURWOOD DAVIS 347-2855	JACKSONVILLE NC
13	CHUCK McKINNEY 938-1587	JACKSONVILLE NC
14	RICHIE SANDERS 389-6937	JACKSONVILLE NC
15	Justin Genovese 623-776-0809	Jacksonville NC
16	JASON COLE 604-1354	BURGAU NC
17	Chad Carter 554-6489	Richlands NC
18	John Williams 252-503-7411	Jacksonville NC
19	CARL HANCOCK 324-2092	RICHLANDS NC
20	CARL HANCOCK JR 324-7343	RICHLANDS NC
21	MIKE HANCOCK 324-2092	RICHLANDS NC
22	Benny Cole 231-5225	Leland NC
23	SAMMY RAY 320-605	Richlands NC

LELAND DAVIS (HONARY)
346-2380

JACKSONVILLE NC

MYRON CROSS (HONARY)
455-4545

JACKSONVILLE NC

HOMER ROCHELLE (HONARY)
478-0140

JACKSONVILLE NC

JOHN DARLINGTON (HONARY)
347-5865

Jacksonville NC

EXHIBIT "C"

Club Charter & Bylaws

RHODESTOWN HUNTING CLUB

Charter and By Laws

1. **Name:** The name of the club shall be Rodestown Hunting Club.
2. **Purpose:** The purpose of the club shall be to form a membership organization for protecting and increasing wild game on the property hereinafter referred to and to prevent, control, and suppress forest fires.
3. **Membership** Membership in the club shall be limited to approximately fifty members.
4. **Dues:** The annual dues of members shall be set by the Club each year to pay the lease and to support the operation of the Club, payable on or before the last day of July. No member shall be issued a hunting card until said dues have been paid in full, and member delinquent as of the beginning of hunting season will be charged a twenty five dollar late charge in addition to the regular dues.
5. **Membership Privileges:** Each member of the Club shall be entitled to hunt and kill wild Game in accordance with the hunting laws of North Carolina and the rules approved by the Club, providing that any such rules do not violate any law. The member of the club shall be under a duty to report any violation of those laws or of the by - laws of the club, which comes to his knowledge. Such reports shall be made to any one or more of the officers of the club for appropriate action. When a member's son becomes eighteen years of age, he is eligible to become a member of the Club. Persons under eighteen years of age who are still in school, may use hunting card of their parents without carrying a hunting card. Hunting days will be Monday, Wednesday, Friday, Saturday and Legal Holidays.
6. **Visitors:** Each member shall be permitted to have one visitor to hunt with him per day, so long as the aggregate hunting days does not exceed five day for the particular hunting sessions. The guest may then join the club with the pass fees going towards their dues, if sponsored and voted in by the members. The members shall be required to pay twenty dollars per day for each such visitors, for which a visitors pass shall be issued by the Club. The members shall be responsible for the conduct and fee of their respective visitors. Visitors are allowed one antler-less deer per season.

7. **Identification of members and visitors:** All members shall be required to carry membership cards while hunting on the property, and it shall be the right of each member to demand from any other person on the property that the membership card of said person be exhibited for examination. All visitors shall likewise be required to carry their visitor's card while hunting.
8. **LOSS OF MEMBERSHIP.** Any member who violates any by-law of the club shall be subject to dismissal at the discretion of the members assembled at a regular or special meeting. The hunting laws of the State of North Carolina are hereby included by reference as a part of these by-laws with the same force and effect as if herein set out in full. Any member who has been suspended shall surrender his or her hunting card and shall not be issued a new card or be entitled to any other rights or privileges of the club. Any person killing an illegal deer will be turned over to the proper Wildlife authorities.
9. **PROPERTY.** All members shall make themselves available for the work party and meeting to clean up the roads and keep the property in good condition. The members of the Club shall have the exclusive right and privilege to hunt on such property as shall be designated and described in a lease and agreement between the club and lease, and other adjoining property, granting to the Club exclusive hunting privileges of the property so designated. A copy of this lease and agreement shall be kept by the Secretary / Treasurer and shall be open for inspection by any member of the Club.
10. **FIRE PREVENTION.** Each member shall use every reasonable effort to prevent, control, and suppress forest fires and timber or property trespasses. Each member shall furnish such aid as is reasonable under the circumstances to bring under control and suppress any fires.
11. **OFFICERS** the officers of the club shall be a president, vice-president, and secretary-treasurer, and board of governors. In which will be responsible for the proper operation of the club.
12. **DUTIES OF OFFICERS** The officers of the Club shall have such powers and duties as may be given by these by-laws of the Club.
13. **TERMS OF OFFICE** The officers shall hold office until their successors are chosen.
14. **MEETINGS** Notice of said meetings shall be given to each member by the secretary-treasurer at least one week in advance of said date.

15. **AMENDMENTS** the charter and by-laws of the Club may be amended by the affirmative vote a majority of all embers of the Club, at any annual or special meeting.
16. **SMALL BORE GUNS** Rifles will not be permitted to be used on city property.
17. **ALCOHOLIC BEVERAGES** No alcoholic beverages will be consumed on club property, and/or during meetings.
18. **LITTER** Each member is required to help control litter at all times.
19. **HUNTING PARTIES** In the event a kill is made by a still hunter that is being pursued by a parties dogs, he or she will be considered a member of that party.
20. **STILL HUNTING** All portable stands erected by one member shall be considered that person's private property, and can be hunted by others only with permission form said member. However, each member has the right to erected stands wherever they so desire.
21. **VIOLATIONS** Any member or guest that kills a deer under 60 lbs will be charged a \$ 25.00 fine by the club.

EXHIBIT "D"

Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/20/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Affinity, LLC P.O. Box 410679 Kansas City, MO 64141-0679	CONTACT NAME:	
	PHONE (A/C No.Ext): 877-487-5407	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER-A: Certain Underwriters at Lloyd's, London	
INSURED Rhdestown Hunting Club 16 Princeton Drive, Jacksonville, NC 28546	INSURER-B:	
	INSURER-C:	
	INSURER-D:	
	INSURER-E:	
	INSURER-F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LT R	TYPE OF INSURANCE	ADDL INSR	SUB R WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		LM201424618	07/19/2014	07/19/2015	EACH OCCURRENCE	\$ 1000000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300000
	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5000
							PERSONAL & ADV INJURY	\$ 1000000
							GENERAL AGGREGATE	\$ 2000000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 2000000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per Person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$
	DED <input type="checkbox"/> RETENTION \$							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N						E.L. EACH ACCIDENT	\$
	OFFICER/MEMBER EXCLUDED? <input type="checkbox"/>						E.L. DISEASE - EA EMPLOYEE	\$
	(MANDATORY IN NH) If yes, describe under						E.L. DISEASE - POLICY LIMIT	\$
	DESCRIPTION OF OPERATIONS below							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

CANCELLATION

City of Jacksonville Attn: Finance Department
P.O. Box 128,
Jacksonville, NC 28541

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS

AUTHORIZED REPRESENTATIVE

[Signature]

HUNTING LEASE AGREEMENT

CITY OF JACKSONVILLE LAND TREATMENT SITE

This Agreement made this _____ day of _____, 20__ by and between the CITY of Jacksonville (**CITY**) and the **Employee Hunting Group (CLUB)**, sets forth the conditions, covenants, understandings, and considerations of the contract governing the lease of the **CITY** property, containing approximately **4494.1 acres for Deer, Bear, and Coyote Hunting and 4666.1 acres for Turkey Hunting**, as noted in Exhibit A - Maps to the **CLUB** for the purpose of **Deer and Turkey** hunting.

A. Acknowledgments:

The **CITY** and **CLUB** affirm and acknowledge the following facts and understandings:

1. **CITY** is the owner of a tract of property containing approximately 7,330 acres which is located in the northwest portion of Onslow County. The **CITY** property is generally known as the City of Jacksonville Land Treatment Facility (LTF) and is utilized by the **CITY** for the treatment and disposal of wastewater.
2. **LEASED AREA** - The area which will be leased for hunting is located in various areas of the compound and is specifically shown as **EXHIBIT A - Maps**, attached hereto.
3. **CITY PROPERTY** - The **CITY** property consists of a pretreatment area, which is approximately 150 acres of fenced area, with the majority of the total site containing spray fields with underground irrigation piping and above-ground irrigation sprinklers as well as areas currently in a natural state.
4. **MAJOR INVESTMENT** - The **CITY** has made a major investment in the improvements on this property. The improvements must not be compromised in any manner.
5. **CLUB ORGANIZATION** - The **CLUB** is organized for the purpose of **Deer and Turkey** hunting. It maintains a membership list with the names and addresses of all members and has rules and regulations which each and every member must agree to adhere to and abide by.
6. **WORK DUTIES** - Throughout the entire year, including the hunting season, the LTF will be occupied by **CITY** employees. Their work duties require that they spend considerable time in the irrigation fields and surrounding forested areas.
7. **WASTEWATER SPRAY** - On a scheduled and frequent basis, including the time period under

Attachment

D

this lease, treated wastewater will be sprayed in the irrigation areas. Although this water is disinfected, it is not potable. Contact with this water could pose a potential health hazard because the water may still contain pathogenic organisms. The **CLUB** and every member of the **CLUB** acknowledges this fact and understands that at their request, not the **CITY's**, they are being allowed to hunt within a portion of the boundary of the LTF as stipulated in this agreement. Furthermore, they fully and freely accept any and all personal health consequences that may result from their use of this property for the uses allowed under this agreement.

8. **TERM** - The term of the lease will be limited to that time period of the **Deer and Turkey** hunting season as stipulated by the North Carolina Wildlife Resources Commission, and hunting will only occur on Friday's after 2:00 p.m. and Saturdays during this season when the only form of hunting permitted by the North Carolina Wildlife Resources Commission is by bow. Additionally, the **CLUB** may utilize the property 2 (two) Saturdays immediately prior to the season beginning for the purpose of establishing temporary tree stands, training of **CLUB** members to familiarize them with the property, the buffer zones and other physical attributes of the property. During this period, no hunting of any nature shall be allowed. Also, the **CLUB** may occupy the property on the Saturday immediately following the close of the designated hunting season to remove any temporary stands. Again, no hunting or other activities may occur during this time. The term of this lease is specifically limited to this time period only. This is not a one year lease, but rather a hunting season lease. Every year, the **CITY** will determine if it will continue to allow hunting on the LTF property. IF the determination is to continue, the **CITY** will notify the **CLUB** three (3) months prior to the start of the season. Failure on the part of the **CITY** to notify the **CLUB** does not render any rights to the **CLUB** nor establishes any obligations on the **CITY**. Both the **CITY** and **CLUB** agree that this is a "one season" lease and future leases are solely and exclusively the right of the **CITY**.

Designated Hunting Season: 2015-2016 Deer, Bear, Coyote & Turkey Season

Dates of Permitted Access: As regulated by the North Carolina Wildlife Resources Commission

Note: Turkey Hunting Youth Day **MUST** be authorized by the **CITY** each year.

Times of Permitted Access: One (1) hour before legal hunting hours
One (1) hour after legal hunting hours*
The Employee Hunting Group has been authorized by the City Manager to hunt deer during the deer season on Thursdays after 3:30 p.m.

***Additional time only allowed for recovery of a wounded animal.**

According to the North Carolina Wildlife Resources Commission, "It is unlawful to hunt on Sundays on public lands, except for military installations under the exclusive jurisdiction of the federal government may allow hunting on Sundays." Other Sunday restrictions are included in the North Carolina General Statutes (Exhibit A), the North Carolina Wildlife Resources Commission (NCWRC) General Restrictions (Exhibit B), and the NCWRC Sunday Hunting FAQ information sheet (Exhibit C).

9. **OCCUPANCY** - Occupancy of the leased portion of the LTF property is expressly limited to the time period outlined in paragraph 8 above and to the territory covered by the lease. Occupancy during any other time of the year or occupancy of any other property not under the lease is expressly forbidden. Violations shall be the grounds to immediately terminate the lease and the **CLUB** shall forfeit any and all fees paid for the remainder of the season.
10. **STILL HUNTING** - Hunting method shall be limited to still hunting. The use of dogs or any other hunting technique other than still hunting is expressly prohibited with the exception of water fowl hunting seasons. Retrieval dogs are permitted for the CLUB only if their lease is for the water fowl season as determined by the North Carolina Wildlife Resource Commission.
11. **FORESTRY MANAGEMENT** - The CITY manages the LTF in a forestry management program. The CLUB acknowledges this fact and the fact that from time to time, the CITY will be harvesting, thinning, conducting controlled burns or otherwise managing the LTF. These activities may, from time to time, limit the availability of the property for hunting. When those activities are scheduled, the CITY shall notify the CLUB, through CLUB designee, of the scheduled event. In those cases, no hunting shall be allowed on that day. IF this occurs more than once in a season, the CITY agrees to pro rate the lease fees for every day beyond one day of hunting lost due to these events of forestry management.
12. **HUNTING** - Hunting, or other occupancy, of the property as specified in paragraph 8 above, shall be limited to Fridays after 2:00 p.m., and Saturdays.
13. **OPENING OF GATES/DOUBLE LOCKS**- The **CITY** and the **CLUB** agree to allow double locks on entry gates. The number of gates and location of said gates shall be established in writing. The **CITY** shall be the sole determiner of which gates shall be double locked. Other than **ON DUTY CITY** personnel, no one is allowed on the property before the gates are opened or after the gates are closed. Further, no one other than **ON DUTY CITY** personnel is allowed on the property on any day other than as specified in paragraph 8 above. The **CLUB** is permitted to lock said gates upon their entry of the approved areas in order to ensure the security of these areas at all times. Upon completion of the hunting season, all double locks shall be removed by the **CLUB** as part of the "equipment removal" clause in paragraph 8 above.
14. **BUFFER ZONE** - A buffer zone has been established to protect adjacent property and to avoid conflicts with said property owners. These buffers are clearly marked by the **CITY** and are specifically shown in **EXHIBIT A - Maps**, attached hereto. These buffers are strictly and

entirely off limits. No hunting may occur within the buffer zones. No occupancy of the buffer zone in any way shall occur. Violation of this buffer zone shall be grounds for immediate termination of the lease with no pro rata of fees paid.

B. CLUB Obligations:

1. **CLUB** agrees to furnish to **CITY** a Club Roster, with a list of their membership, which should contain at a minimum, the names, addresses, and phone numbers (both home and cell) of all members and a list of the CLUB officers which is attached as **EXHIBIT B – Club Membership Roster**. The **CLUB** also agrees to furnish a copy of their charter and bylaws attached hereto as **EXHIBIT C – Club Charter & Bylaws** and made part of this Agreement. Once the hunting season has begun, no additional members nor substitute members may be added. No one may hunt the property under lease except those club members specified on **EXHIBIT B – Club Membership Roster**. This includes no guests nor family members. Hunting is only for those persons shown on the official roster provided to the CITY.
2. The **CLUB** agrees to acquire General Liability insurance in the amount of \$1,000,000. The **CLUB** will provide a Certificate of Insurance, attached hereto as **Exhibit D – Certificate of Insurance**, to the **CITY** and will list the **CITY** as an additional insured. This insurance must be carried by an insurance company licensed or authorized to do business in North Carolina. Review and approval of such insurance coverage by the **CITY** must be given before the Lease Agreement can be executed.
3. **CLUB** agrees to protect, defend, indemnify and hold the **CITY**, its officers, employees and agents free and harmless from and against any losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities in connection with or arising out of this Agreement and/or the performance hereof that are due to the negligent acts of the **CLUB**, its officers, members, or agents. The **CLUB** further agrees to handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.
4. **CLUB** agrees to ensure that all their members authorized to hunt, shall have in their possession a valid North Carolina hunting license, in addition to the **CLUB** issued identification badge. Vehicles of club members must have a decal issued by the **CLUB** displayed in a prominent location on the vehicle.
5. **CLUB** understands that hunting areas will be assigned around plant operations and designated hunting areas will be broken down by irrigation zones and natural boundaries where possible. Club members will not be permitted outside of designated hunting areas at any time.
6. **CLUB** may erect permanent gates at access points to the site, where gates do not currently exist, to restrict trespassers or poachers from entering upon the property. Requests for such gates and their locations will be submitted to the **CITY** in writing and must be pre-approved in writing by the **CITY**. **All expenses relative to these gates shall be the total and sole**

responsibility of the CLUB. All gates installed shall remain upon the property and shall, thereafter, become the property of the **CITY**. Otherwise no permanent structures shall be erected on the property, including tree stands that are attached to trees using nails, lag screws, bolts, etc. Portable tree stands, as well as portable climbers, that can be strapped or chained to trees are permitted. All such hunting assistance devices must be removed within one week of the close of the hunting season. Failure to do so shall constitute forfeiture of the equipment. Placement of the equipment on the LTF property is solely at the risk of the **CLUB** and its member. Damage to, theft of or other loss is not the responsibility of the **CITY**.

7. **CLUB** is not permitted to transfer or assign any of its rights and privileges granted hereunder, without the express written consent of the **CITY**. Any **CLUB** member who violates any of these provisions will be prohibited from hunting at the site for the remainder of the hunting season.
8. A violation of the hunting provisions may result in the entire **CLUB** being prohibited from hunting at the site for the remainder of the hunting season. Determining what constitutes a violation of the provisions will be at the sole discretion of the **CITY**.
9. There will be no hunting permitted on **CITY** property beyond the limits of the leased area.
10. Alcoholic beverages, drugs, fireworks, flares, and campfires are strictly prohibited on **CITY** property.
11. Hunting will be with black powder, shotguns, crossbow or bow and arrow as permitted by North Carolina hunting regulations. In all cases, hunting must occur with appropriate size shells.
12. **CLUB** understands that it is responsible for damage to site roads, spray corridors, spray equipment or any other physical component of the irrigation system caused by **CLUB** members during the hunting season. Such damage will be repaired and returned to a condition which is as good as, or better than, the condition that existed prior to hunting **NO LATER THAN 60 DAYS AFTER THE END OF THE LEASE**.
13. If the automatic sprinklers start-up in a particular zone in which hunting is underway, hunters must immediately stop hunting and leave that zone.
14. **CLUB** agrees to pay **CITY** the amount of **\$0.00 per acre** for the lease of the area of **CITY** property for **Deer, Bear, and Coyote Hunting (4494.1 acres) and Turkey Hunting (4666.1)**. This equates to a total of **\$0.00**. The full amount is due prior to execution of this agreement. Hunting will not commence until the lease is paid in full.
15. **CLUB** assumes all liability with respect to their members coming in contact with the treated wastewater and any ill health effects which might result. **CITY** will be held harmless from any resulting health related claims by **CLUB** members.

16. Only on-road vehicles and golf carts are permitted on the site and are restricted to site roads. No off-road vehicles are allowed. Signs will be posted in areas indicating where vehicles are not permitted. Vehicles are not permitted in the wide-open areas outside of roadways where vegetation is growing.
17. The hunting of wild bear on the site is **NOT PERMITTED**. The hunting of any animal other than the specific animal allowed in the hunting season is prohibited.

C. Execution Authority:

This Agreement is a valid and authorized undertaking between the two parties. The representatives of the **CITY** and **CLUB** who have signed below have been authorized to do so.

In witness whereof, the parties hereto have made and executed this Agreement as of the day and year first written above.

OWNER: CITY OF JACKSONVILLE

CLUB: EMPLOYEE HUNTING CLUB

By: _____

By: _____

Name/Title: Richard Woodruff, City Manager

Name/Title: Jeff Maready, President

Witness: _____

Witness: _____

Date: _____

Date: _____

CERTIFICATE OF CITY'S ATTORNEY

I, the undersigned, John T. Carter Jr., the duly authorized and acting legal representative of THE CITY OF JACKSONVILLE, NORTH CAROLINA, do hereby certify as follows:

I have examined the attached contract for the **Deer, Bear, and Coyote and Turkey Hunting Lease Agreement for FY 2015-FY 2016** to the **Employee Hunting Group** and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to executed said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legal binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

Signature

Date

APPROVAL BY CITY FINANCE OFFICER

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Signature

Date

Revenue Account: N/A

Amount: \$0.00 – No charge

EXHIBIT "A"
Deer, Bear, and Coyote Hunting & Turkey Hunting Maps
Designated Hunting & Buffer Zones

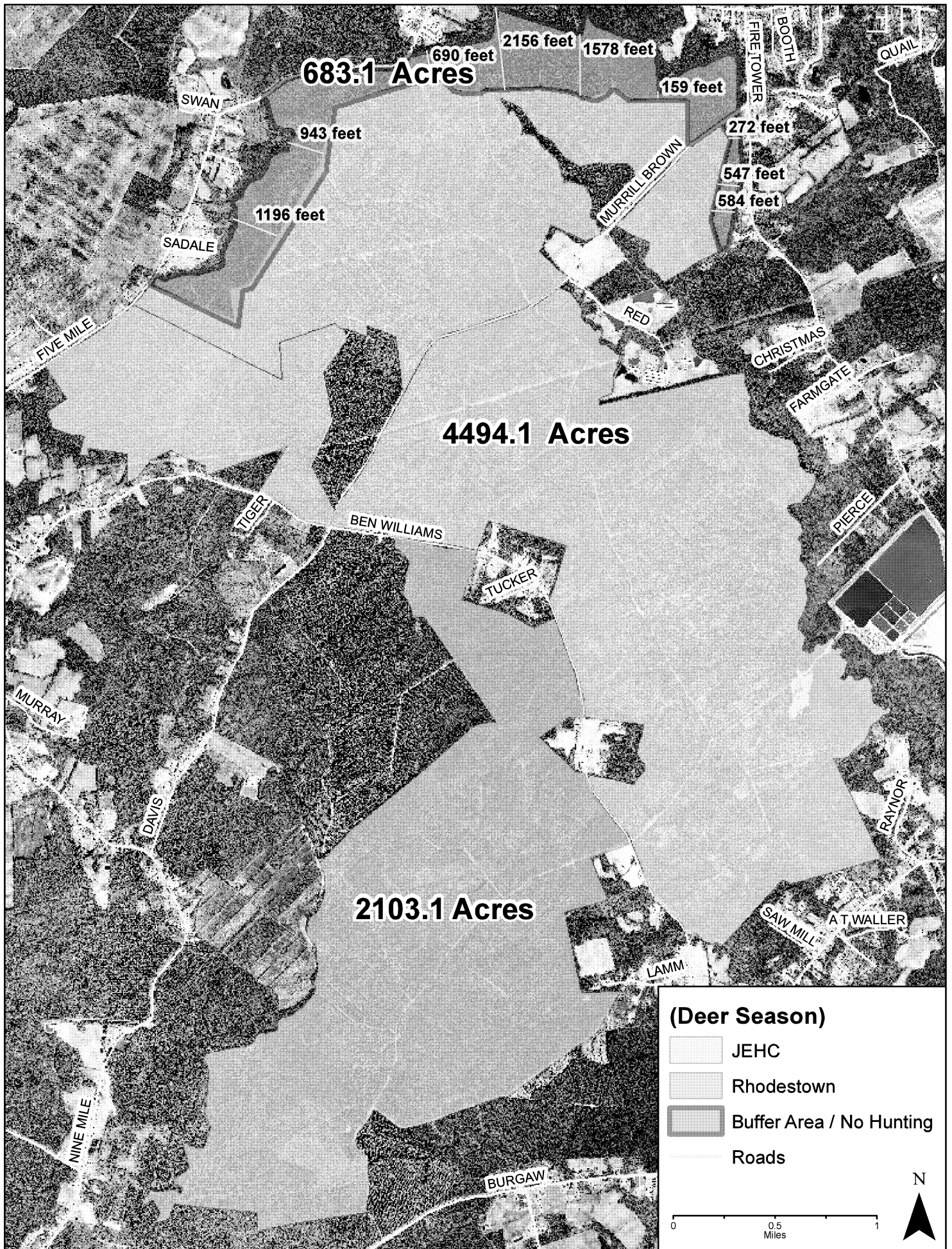


EXHIBIT "B"
Club Membership Roster

Employee Club Members Contact Number Dues Paid Associate Members

Richard Saldivar	910-526-6790	yes	James Anders
James Foy	910-340-2685	yes	David Batchler, Kip Willaford, Allen Hall
Dan Mace	910-650-8381	yes	Ed Taylor, John Hendrickson, Desere Zudonyi
Daniel Karatti		yes	Nicholas, Lloyd, Jennifer Karratti, Adam Burns, Justin Burns
Michael Williams	910-787-5020	yes	Kiel Gunter, Jason Richmond, Rion Hyatt
Darrell Keith Johnson	910-358-1013	yes	Brandon, Erica, Christal Johnson, Matt Parrish, Sarah Romine, Dalton Henry
Richard Postlewaithe	910-539-2378	yes	Brad Smith, Nicky Ray Futrell, Richard Jr., Ryan Postlewaithe, Ginnie, Clint Hoppe, Steve Dancer, Mark Stubbs
Anthony Day	910-934-4845	yes	Jashua, Charles Day, Angelo Masiello, Kim Day
Chris Blackmon		yes	Neal Blackmon, Chester Williams, Roy Jarman, David Marshburn, Chris Huffman, Mark Lewis
Ed Tallman (TEE)	910-546-0863	yes	Jason Nelson
Jan Friis		yes	Hope Ballard
Allen Baker	910-459-6730	yes	Mack Baker, Chad Baker, McKayla Baker, Chris Alioa, Jeremy Swinson, Greg Shepard, Cody Baxter
Andrew Kassell	910-358-3181	yes	Aaron Kassell, Rockie Kassell, Haley Kassell, Jerry King, Pat Costello
Jeff Maready	910-750-1423	yes	Larry Maready, Jennifer, Alyssa, Alex, Alan Maready
Jessie Leyble	910-389-0928	yes	Jesse Leyble, Morgan, Staci, Taylor Leyble
Pete Deaver	910-548-2087	yes	Tim Deaver, Billy Farmer, Cody Montgomery, Shawn Nason
Thomas Humphrey		yes	Jonah Humphrey, Jerry Humphrey
Brent Cook	910-459-9887	yes	Regina Cook, Brianna Rochelle, Kier Pajak, Billy Hancock
Tony Rooks	910-388-5050	yes	William Rooks, Rebecca Rooks, Brent Justice
Brian Nealey	910-545-7632	yes	Jarod Nealey, Amber Nealey
Briana Henry	951-440-2663	yes	Shawn, Jazmine, Erika Henry
Kenneth Straub	910-915-5177	yes	Jennifer Smith, Wendy Winter, Kyle Phillips
Raymond Sorrell	910-389-4993	yes	Erica Waldron, Debra Sorrell, Ward Johnson, Joseph Maready, Jonathan Bryant, Brittany
Deanna Young	910-554-1900	yes	Kris Harlowe, Mickey Harlowe, Alex Harlowe
Rich Myers	910-915-5727	yes	Joann Myers, Tara Cottrelli, Jeff Myers, Gerald Wilkins, Anthony Cottrelli
Josh Rochelle		yes	Duncan Faires, Kendal Lanier, Charlie Faires, Jason Rochelle, Hunter McGregor, Cory Shepard
Zachery Getts		yes	
Anthony Futrell		yes	Mark Futrell, Christopher Futrell, Collin Futrell
Eron Ferrell		yes	Sam Ferrell, Kim Ferrell, Charlie Gwynn
William Gwynn		yes	Rebecca Harden, Chris Huffman, Kaleb Pittman
Jimmy Portie		yes	Shawn Henry
Angie Kassell		yes	
Vanessa Smith		yes	Brad Smith, Chase Denton
Brandon Davis		Yes	
Danny Moore		yes	Danny Moore Sr, Ruth Rivers
Chris Moore		yes	
Wiley Brown		yes	Percy Brown, Murrill Brown, Mike Brown
Nick Swinson		yes	Dillon Adkins, Jacob Willis, James Scott
Tony Baker		yes	Anthony Baker, Erin Wilson, Caleb Baker, Ray Gileta, Neal Wilson, Hector Coto, Norman Brown, William Brown, Thomas Brown, Nathan Brown, Laura Baker, Markus Williams, Todd Baker
Christopher Wilson		yes	Anthony Baker, Erin Wilson, Caleb Baker, Ray Gileta, Neal Wilson, Hector Coto, Norman Brown, William Brown, Thomas Brown, Nathan Brown, Laura Baker, Markus Williams, Todd Baker

EXHIBIT "C"
Club Charter & Bylaws

Rules for the Employee hunting group

- 1) Membership will consist of City of Jacksonville employees only.
- 2) 2013 -2014 elected officers are Jeff Maready, President, Dan Mace, Secretary/Treasure
- 3) 2013-2014 membership set at xx paying members, \$25.00 membership fee.
- 4) Membership fee due July 26th. No one accepted after this date. Only the names listed on the official City roster will be permitted to hunt on the leased property.
- 5) The members will pay the cost of a \$1,000,000 broad coverage liability insurance Policy. This will cover death, bodily injury and property damage legal liability claims made by anyone including club members. All expenses will be divided equally among the membership.
- 6) All children must be 13 years of age and have a hunter safety card to hunt on the City Property.
- 7) To accompany an adult the child must be at least 10 years old and listed on the official City roster.
- 8) Members children between the ages of 13 to 18 will be allowed to hunt free of Charge provided their name is listed on the official City roster.
- 9) Each member will be allowed to bring one guest provided their name is listed on the official City roster each gun hunting day for a guest fee of \$20/day.
- 10) All guidelines set by the City, in the lease agreement, for the current hunting clubs, are to be adhered to.
- 11) The Gun hunting days will be Friday after 2pm and , Saturday during the regular deer hunting season.
- 12) Bow hunting will be allowed on Friday's after 2pm,, Saturdays and Sundays during bow and regular gun season. We will be allowed access to the site on the first and second Saturdays before bow season for scouting purposes. Visitors will be allowed for bow hunting or black powder seasons..
- 13) No ATVs
- 14) Portable stands only. Portable stands will be allowed to stay in place until the end of the hunting season provided they do not damage any trees. Nails, spikes and other fasteners are prohibited, climbing stands or ladder stands only.
- 15) Must have a weatherproof tag for the stillhunting board. Place a nail where you will be hunting and hang your tag there while you hunt and remove it when you leave.
- 16) Gates must remain locked at all times.
- 17) Turkey Hunting is permitted on Saturdays during the Turkey Season. A \$20 harvest permit is required to be purchased before hunting. All visitors must purchase a permit and a guest pass. Harvest permits are for the harvest of one Turkey which is valid until used. Members children 13 to 15 may hunt free of charge, 16 to 18 must purchase a turkey permit.

Visitor fee for turkey hunting is \$20.00.

18) Allowable Weapons:
Bow & Arrow or Cross Bow
Black Powder
Shotgun
No Rifles allowed!!

EXHIBIT "D"
Certificate of Insurance



Request for City Council Action

Consent
Agenda
Item: **4**
Date: 2/3/2015

Subject: Award Bid for Purchase of Side Boom Arm Mowing Tractor

Department: Public Service/Streets Division

Presented by: Johnny Stiltner/Ed Richards

Presentation: No

Issue Statement

The current Side Boom Arm Mowing Tractor (736) in Streets Division is due to be replaced in accordance with the City of Jacksonville replacement schedule. Bids were solicited, received and opened by the City Clerk on January 15, 2015.

Financial Impact

None, sufficient funds are available within the existing budget to complete this purchase.

Action Needed

Consider awarding the bid to purchase a side arm boom mowing tractor.

Recommendation

Staff recommends Council award the bid to purchase a 2015 model 6115M John Deere Tractor with a Tiger BB-24 side boom arm mower to Quality Equipment LLC in the amount of \$123,847.60.

Approved: ☒ City Manager ☐ City Attorney

Attachments:

A Bid Tabulation



Staff Report

Consent
Agenda
Item:

4

Award Bid for Side Boom Arm Mowing Tractor

Introduction

Bids were solicited, received and opened on January 15, 2015 by the City Clerk. We received a total of 2 bids from 2 different vendors. These bids had various combinations of chassis and body types.

In evaluating these bids, we looked closely at the requirements in our request for bid and tried to eliminate bids that did not meet all of our bid specifications. The lowest bid from Quality Equipment LLC was in the amount of \$123,847.60 for a 2015 John Deere 6115M with a Tiger BB-24 boom arm mower. Fleet Maintenance and the Streets Division discussed the pros and cons of this unit and felt strongly that this mower will meet all the Streets Divisions requirements.

Stakeholders

- Citizens of Jacksonville

Options

Option 1 – Award bid for the side arm boom mowing tractor to Quality Equipment LLC in the amount of \$123,847.60. **(Staff Recommended)**

Pros: Scheduled replacement of large mowing equipment will help reduce maintenance cost and improve efficiency.

Cons: Cost of side arm boom mowing tractor.

Option 2 – Council could decline to award bid to purchase side arm boom mowing tractor.

Pros: Budgeted funds will be saved.

Cons: Scheduled replacement of side arm boom mowing tractor will be delayed one year and this may cause an increase in maintenance cost for not only this replacement

**BID TABULATION
For
Bid Number 15-06**

Request for Bids

One (1) Farm tractor MFWR with 60 inch side boom arm cutter and 88 inch rear flail mowing deck

DEALER	MODEL	BIDS
Quality Equipment LLC 3231 New Bern Hwy. Jacksonville, North Carolina 28546	2015 John Deere 6115M Tractor With Tiger BB-24 side arm mower And Tiger RF-90SD rear mower	\$123,847.60
East Coast Equipment 2112 Central Park Drive Winterville, NC 28590	2014 John Deere 6125M-Cab-4wd Tractor With Alamo Maverick 30 foot side arm mower and Alamo SHD-88 rear mower	\$154,463 * *This total bid price is minus sales tax.
	This bidder chose to bid out a 30 foot side arm mower. This was listed in the specification sheet as an option. This larger arm also required a larger tractor which account for most of the difference in the two bids.	

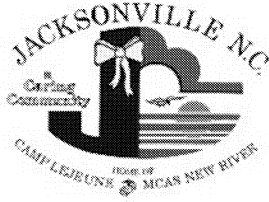
I, Carmen Miracle, City Clerk for the City of Jacksonville, North Carolina hereby certify that this is a true, and correct copy of the bids opened and read aloud as indicated above on January 15, 2015 @ 3:00 PM.

Carmen Miracle, City Clerk

Date

Attachment

A



Request for City Council Action

Consent
Agenda Item:
Date: 2/3/2015
5

Subject: Contractor Prequalification Policy for Construction and Repair Projects

Department: Public Services/Engineering

Presented by: Deanna Young, Capital Projects Administrator

Presentation: No

Issue Statement

The North Carolina General Assembly recently enacted new legislation that requires the local governing board to adopt a prequalification policy applicable to all construction and repair work prior to advertisement of the contract in order to prequalify bidders. Additionally, the governmental entity must adopt an assessment tool (application) and criteria for each specific project. As a result, staff has prepared the Contractor Prequalification Policy for Construction and Repair Projects.

Financial Impact

None.

Action Needed

To review and consider the Contractor Prequalification Policy.

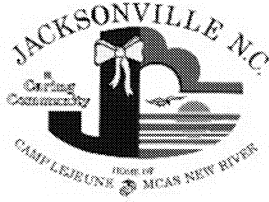
Recommendation

Staff recommends that Council approve the Prequalification Policy for Construction and Repair Contracts.

Approved: ☒ City Manager ☐ City Attorney

Attachments:

A Resolution Establishing Contractor Prequalification Policy



Staff Report

Consent
Agenda
Item:

5

Contractor Prequalification Policy for Construction and Repair Projects

Introduction

The North Carolina General Assembly recently enacted new legislation that requires the local governing board to adopt a prequalification policy applicable to all construction and repair work prior to advertisement of the contract if we desire to prequalify bidders. Additionally, the governmental entity must adopt an assessment tool (application) and criteria for each specific project. As a result, staff has prepared the Contractor Prequalification Policy for Construction and Repair Projects.

The Prequalification Policy states the purpose of the policy; explains the application process (assessment tool) and criteria; describes how applications are reviewed, as well as the appeals procedure. The application is modeled after the process used by the NC State Construction Office and is very similar to ones the City has used on past projects, to include the Center for Public Safety. It consists of three areas:

- **Minimum Requirements:** States basic information on the company, describes the type of work, identifies the owners and affirms that the company can meet or exceed the City's insurance requirements.
- **General Requirements:** Describes the work capacity, quality control/administration, management plan process, financials, litigation/claims, and use of minority participation.
- **Project Specific Requirements:** Asks for information specific to the project such as similar project experience, staff qualifications and availability, and other unique information pertinent to the project.

In accordance with this policy, the City Manager or his designee will adopt the application (assessment tool) and criteria for each specific project prior to advertisement. He shall also ensure that the applications prepared comply with this policy and with North Carolina General Statute.

This policy would only be in effect if staff decides to prequalify contractors rather than receiving their qualification package with their bid.

Stakeholders

- Citizens
- Contractors

Options

Approve the Contractor Prequalification Policy for Construction and Repair Projects.
(RECOMMENDED)

- Pro: The Policy outlines the process that the City has used on past projects and complies with NCGS by providing a standard assessment tool and criteria for analysis.
- Con: None.

Deny the Contractor Prequalification Policy for Construction and Repair Projects.

- Pro: None
- Con: The City would not be able to prequalify contractors until a policy was adopted by City Council.

Defer the Request - Should Council desire additional information, defer the request and provide direction to staff on the specific information Council would like to receive.

RESOLUTION (2015-)

A RESOLUTION ADOPTING THE CONTRACTOR PREQUALIFICATION POLICY FOR CONSTRUCTION AND REPAIR PROJECTS

WHEREAS, the North Carolina General Assembly enacted new legislation that requires the local governing board to adopt a prequalification policy applicable to all construction and repair work prior to the advertisement of the contract; and

WHEREAS, the City of Jacksonville might choose to prequalify contractors for specific projects; and

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF JACKSONVILLE NC hereby adopts the following Contractor Prequalification Policy for Construction and Repair Projects:

I General

1. The purpose of this prequalification process is to impartially evaluate a contractor, and to properly determine by its responsible business practices, work experience, manpower, and equipment that it is qualified to bid on a City of Jacksonville construction projects. The award of contracts should be the result of open competition in bidding; impartiality in its selection of contractors; integrity in business practices; and skillful performance of public contracts.
2. The City of Jacksonville shall be responsible for prequalifying individual contractors to bid on City of Jacksonville construction projects when the City believes prequalification is preferred. The City is not required to prequalify contractors for any particular project or projects. However, a contractor shall not be allowed to submit a bid on a construction project subject to prequalification, unless it has been prequalified in accordance with City policy.
3. The project manager and the administration shall jointly develop the assessment tool and criteria for each project, including the prequalification scoring values and minimum requirement score. The project manager shall use the process outlined in this policy for the prequalification of contractors.
4. Notwithstanding the fact that a contractor was prequalified, the City reserves the right to reject the contractor's bid if it is determined that the contractor has not submitted the lowest responsible and responsive bid. The prequalification of the contractor shall not preclude the City from subsequently concluding that the contractor is not a responsible bidder pursuant to GS 143-129. The prequalification of a contractor for a project shall only apply to the individual project. All construction and repair contracts shall be awarded to the lowest responsive and responsible bidder, taking into

Attachment

A

consideration quality, performance, and the time specified in the proposals for the performance of the contract.

II Application Process

1. The Project Manager shall designate a person to oversee the prequalification process for each individual project.
2. Each prospective bidder on contracts identified for prequalification by the City shall submit an application on the approved prequalification application form in order to become prequalified. The approved prequalification application form will require information on the ownership of the firm, experience of firm's personnel, any affiliations with other construction firms, bonding capacity, financial resources, the type of work performed by the firm, and other objective criteria rationally related to the contract to be awarded.
3. The City Manager is hereby authorized to adopt the assessment tool and criteria (also known as the Application) for each specific project. The City shall ensure that applications prepared for the project comply with this policy and State law.
4. The application is to be submitted by the deadline established in the notice of prequalification. The act of submitting the application does not permit the firm to submit a bid. Incomplete applications will be rejected or returned for further detail or correction in the sole discretion of the City.

III Application

The application used by the City must be approved by the City Manager or his designee and shall, at a minimum, address the following items:

Section I – Minimum Requirements

- a. The firm shall provide general company information to include name, address and primary contact information.
- b. The firm shall indicate the type(s) of work the firm's workforce and equipment normally perform, licensure, and other pertinent information.
- c. Firms shall provide a list of all owners, officers, partners, or individuals authorized to represent or conduct business for or sign legal documents for the firm.
- d. Firm shall affirm that they can meet or exceed the minimum insurance requirements to perform work for the City.
- e. Firms experiencing changes in ownership, organizational structure or material changes in assets must inform the City prior to the award of a contract. Failure of the firm to comply with this requirement may result in the termination of any contract awarded by the City.

Section II. General Requirements

- a. Capacity – Firms shall demonstrate sufficient bonding capacity and resources for the project. Firms must provide relevant information on the personnel that will be directly

responsible for the work, including the location of the office that will be primarily responsible for work. Firms shall also demonstrate an acceptable safety history for construction projects.

- b. Quality Control/Administration – Firm shall describe their quality control procedures including contractor inspection and approval processes as well as state projects where they were utilized.
- c. Management Plan Process – Firm shall describe their management plan process including request for information, show drawings, submittals, change orders, and requests for deviations.
- d. Financials – Firm will be required to provide current financial information within the last 12-month period.
- e. Litigation/Claims – Firms must provide information on its success at completing projects on time, including the payment of liquidated damages. The firm will be required to submit information regarding its litigation history, including litigation with owners.
- f. Historically Underutilized Business Plan – Firm shall provide their typical percentage for historically underutilized business participation for similar projects as well as document the percentage achieved on similar projects.

Section III. Project Specific Requirements

- a. Similar Project Experience – Firms must provide information of similar jobs that have been previously completed that are similar in complexity and scope of work.
- b. Staff Qualifications – Firm shall provide the company’s organization structure reflecting authority, responsibility and proportion of time dedicated to specific project and job descriptions for all key positions.
- c. Project Specific Staff Experience – Firms shall provide project-specific employment history for key personnel for similar projects performed within recent history such as resumes for key personnel to be assigned to project.
- d. Staff Availability – Firm shall provide general availability of key personnel to be assigned.
- e. Other Unique Information – Owner reserves the right to add further project specific or unique project requirements, such as LEED certification, construction recycling, schedule constraints, etc.

IV. Review of Application

- 1. Prequalification Committee – The Public Services Director or his designee shall establish a committee to review and score applications, including approving and denying prequalification (“Prequalification Committee”).
- 2. Review of Applications – The Prequalification Committee shall use the City’s objective assessment process. The prequalification criteria shall not require the firm to have previously been awarded a construction or repair project by the City. The prequalification criteria used by the Prequalification Committee shall include prequalification scoring values and the minimum required score to be prequalified for the project. The City’s Prequalification Committee shall approve or deny the Applications in accordance with the prequalification criteria and scoring system.

3. Notice of Decision – The firms shall be promptly notified of the City’s Prequalification Committee’s decision, including the reason for denial, via email. Notice shall be provided prior to the opening of the bids for the project and with sufficient time for the firm to appeal the denial of prequalification.

V. Appeals Procedure

The firm may appeal the denial of Prequalification as follows:

1. Written Appeal – A written appeal may be filed via hand-delivery or email to the applicable Prequalification Committee within three (3) business days of receipt of notice that the firm has been denied prequalification. The written appeal shall clearly articulate the reasons why the firm is contesting the denial and attach all documents and additional information supporting the firm’s position. The Prequalification Committee may contact the firm regarding the information provided prior to ruling on the appeal. If the Prequalification Committee is satisfied that the firm should be prequalified, the firm shall be notified that it is prequalified to bid on the project and allowed to participate in the bid process. If the Prequalification Committee upholds its denial, the firm shall be promptly notified in writing via email.
2. Hearing – The firm may appeal the Prequalification Committee’s decision on the written appeal by requesting a hearing before the City Manager via hand delivery or email within three (3) business days of the receipt of the Prequalification Committee’s decision. The hearing shall be held within five (5) business days. The firm shall not be allowed to submit additional information without the written consent of the City Manager. The firm shall be allowed thirty (30) minutes for the hearing. In the event the City Manager is unable to hold a hearing in a timely manner, he/she may designate someone who is not a member of the Prequalification Committee to handle the appeal.
3. Decision – For projects bid by the City, the decision of the City Manager or designee shall be final and the firm shall be promptly notified of the decision via email.

Adopted by the Jacksonville City Council in regular session this 3rd day of February, 2015.

Sammy Phillips, Mayor

ATTEST:

Carmen Miracle, City Clerk



Request for City Council Action

**Consent
Agenda
Item: 6
Date: 2/3/2015**

Subject: Fee Schedule Amendment - Water & Sewer Service Area Assessment
Department: Public Services
Presented by: Greg Meshaw, Senior Civil Engineer
Presentation: No

Issue Statement

Staff proposes amendments to the Water & Sewer Service Areas Assessment schedule. The addition of charges is proposed for a new service area where the City has funded construction of a water "trunk" line. This area is to be known as the Piney Green Service Area. A new schedule for an area to be known as the New Bern Highway-Drummer Kellum Service Area is also proposed in anticipation of extension of water and sewer lines into this area funded by the City within the next few months. Lastly, revisions to the schedule of fees for an existing service area known as the North Marine Town Center Service Area are also proposed due to additional investment being made in the area's water infrastructure.

Financial Impact

Approval of the proposed amendments will enable the City to recover the cost of City investment in the infrastructure that extends water and sewer service to areas previously un-served by the City.

Action Needed

Consideration of the Fee Schedule Amendment.

Recommendation

Staff recommends Council approve the amendment to the fee schedule adding two new Service Areas with appropriate fees and amending the schedule of charges for the North Marine Town Center Service Area.

Approved: ☒ City Manager ☐ City Attorney

Attachments:

- A FY 2014-15 Service Area Assessment Schedule with proposed revisions
- B Water and Sewer Service Areas Map



Staff Report

**Consent
Agenda
Item:**

6

Fee Schedule Amendment - Water & Sewer Service Area Assessment

Introduction – Overview of Water & Sewer Service Area Assessments

Staff was authorized to proceed with the concept of tiered, water and sewer facility charges by City Council during the Council meeting of September 18, 2012. City Council also approved amending the City's water and sewer fees to include actual tiered facility charges for the area served by the new Southwest Pump Station. This approval translated to the establishment of the Southwest Service Area along with an assessment schedule for it (see Attachment A).

Council's September 2012 action recognized that the primary tool the City has for influencing and encouraging development to become part of the City is water and sewer infrastructure. This is because access to centralized water and sewer infrastructure fosters growth and development in a density that would not otherwise be able to occur. Through planning efforts that lead to targeted infrastructure investments, development patterns can be influenced while also attracting individual developments to become part of the City. The funding of infrastructure improvements is however the challenge to planning and making targeted infrastructure improvements.

Prior to the adoption of the concept of service areas with assessments, those desiring to develop property within the City were the ones responsible for the entire cost of designing and constructing the infrastructure necessary to connect to the existing City system. They had been required to construct the infrastructure in accordance with City requirements so that the City could take ownership and maintenance of the systems. This required the developers to "upfront" all development and infrastructure costs before they were able to recover any of their investment. This developer-based method made it difficult and less desirable to seek City services. Accordingly, staff looked for alternate approaches.

One approach staff identified for funding projects that extend water and sewer service into new areas involved the creation of tiered facility charges (i.e. assessments) for water and sewer service areas. Under the service area concept, City staff with Council approval would identify an entire area to be served. Thereafter, the backbone infrastructure necessary to serve the service area would be designed, permitted and constructed at City expense via the Capital Improvement Program. The City's investment would then be recovered through a "special" facility charge that is applied to the area served by the capital project.

This concept gained support from the development community during an August 30, 2012 stakeholders' discussion. The attendees agreed that the establishment of service areas would be very attractive for bringing new developments into the City of Jacksonville. With

this information and the support of the Water and Sewer Advisory Commission, Council undertook the actions of September 18, 2012 described above.

Proposed Fee Schedule Amendments

A second service area named the North Marine Town Center (NMTC) Service Area was established along with its schedule of assessments upon adoption of the City's FY2014-15 fee schedule. This service area was created to recover funds that the City expended towards the construction of a sewer pump station to serve the area as well as, the extension of a 12-inch water line into the area. Staff now proposes to revise the NMTC Service Area assessment schedule so as to be able to recoup an additional \$50,000 City investment being made in the area's water infrastructure.

Staff also proposes to establish two new service areas to be known as the Piney Green Service Area and the New Bern Highway-Drummer Kellum Service Area. Assessments are being proposed for the former service area to recover funds expended to construct approximately 9,960 linear feet of 12-inch diameter water line from Wolf Swamp Road to near Piney Green Road. Assessments for the latter service area are proposed to recoup funds that are expected to be expended within the next 6 months for the construction of approximately 1,420 linear feet of 8-inch diameter water line and approximately 1,640 linear feet of 8-inch diameter gravity sewer.

The proposed amendments to the City's FY2014-15 schedule of fees are shown within attachment A.

Procedural History

- At the August 21, 2012 Workshop staff presented Council with the Future City concept showing expected City growth and development and areas the City would like to influence land use patterns and characteristics.
- On August 30, 2012 City Staff invited members of the development community to a stakeholders' discussion. Unfortunately, only a small number attended. Those in attendance, however, were key representatives including John Pierce, John Parker, and Mel Fowler (representing John Koenig). Discussion began with the attached presentation, included the development community sharing current challenges with the requirements that are in place now and getting developments out of the ground. Each agreed that the establishment of Service Areas under this, or a similar, scenario would be very attractive for bringing new developments into the City of Jacksonville.
- On September 13, 2012 the Tiered Facility Charges concept was presented to the Water and Sewer Advisory Commission.
- On September 18, 2012 Staff was authorized by City Council to proceed with the concept of tiered, water and sewer facility charges. City Council also approved amending the City's water and sewer fees to include tiered facility charges for the area served by the new Southwest Pump Station.
- On June 17, 2014 Council adopted revisions to the City's Schedule of Fees that included the addition of the North Marine Town Center Service Area and established its schedule of assessments.

Stakeholders

- City Residents
- Water and Sewer Rate Payers
- Development Community

Options

Approve: Approve amendments to the Water & Sewer Service Areas Assessment schedule. **(RECOMMENDED)**

Pros:

- City recovers additional capital expenditure made for the NMTC Service Area
- City recovers investment cost expended for the Piney Green Road Service Area
- Facilitates the development of the New Bern Highway-Drummer Kellum Service Area for which preliminary planning is already underway for one development project

Cons:

- The City participates in the upfront cost of extending water and sewer service to the New Bern Highway-Drummer Kellum Service Area
- Will take time to recapture the City's investment

Deny: Deny amendments to the Water & Sewer Service Areas Assessment schedule.

Pros:

- City does not expend funds to extend water and sewer service to the New Bern Highway-Drummer Kellum Service Area

Cons:

- City does not recover additional capital expenditure made for the NMTC Service Area
- City does not recover investment cost expended for the Piney Green Road Service Area
- Development that would otherwise seek City annexation may not occur in the New Bern Highway-Drummer Kellum Service Area which would result in lost tax base and revenue

CITY OF JACKSONVILLE SERVICE AREA ASSESSMENT SCHEDULE SCHEDULE "C"

The City of Jacksonville's Service Area Assessment describes a method of financing public improvements by distributing the cost of a project over those property owners who will realize a direct benefit. In the case of water and sewer projects, the cost of projects to provide water and sewer to specific areas are borne by those who receive water and sewer service in these areas.

Below is a schedule of assessments that have been developed for projects that have extend water and/or sewer service to areas previously un-served by City water and/or sewer. A water assessment is applicable to any new water connection which will receive water through City-owned lines constructed to extend service to an area that is included within the schedule below. A sewer assessment is applicable to any new sewer connection which will send sewerage through City-owned lines, pump stations and/or force mains constructed to extend service to an area that is included within the schedule below.

These assessments are in addition to water and sewer facilities fees and installation charges which are found in Schedule B of this document.

Southwest Service Area

This service area assessment is for sewer only. The assessment is for the construction of a sewer pumping station, a force main and gravity sewer.

Residential

Sewer (detached)	\$	390
Sewer (attached)	\$	367

Non-Residential

Sewer (0.625-inch water meter)	\$	390
Sewer (0.75-inch water meter)	\$	585
Sewer (1-inch water meter)	\$	975
Sewer (1.5-inch water meter)	\$	1,950
Sewer (2-inch water meter)	\$	3,120
Sewer (3-inch water meter)	\$	6,239
Sewer (4-inch water meter)	\$	9,749

North Marine Town Center Service Area

These service area assessments are for water and sewer. The water assessment is for the construction of approximately 2,200 linear feet of 12-inch diameter water line. The sewer assessment is for the City's participation in the construction of a sewer pumping station and force main.

Residential

Water (detached)	\$	100	130
Sewer (detached)	\$	900	
Water (attached)	\$	90	120
Sewer (attached)	\$	850	

Non-Residential

Water (0.625-inch water meter)	\$	100	130
Sewer (0.625-inch water meter)	\$	900	

Attachment

A

Water (0.75-inch water meter)	\$	150	200
Sewer (0.75-inch water meter)	\$	1,360	
Water (1-inch water meter)	\$	250	330
Sewer (1-inch water meter)	\$	2,260	
Water (1.5-inch water meter)	\$	490	660
Sewer (1.5-inch water meter)	\$	4,520	
Water (2-inch water meter)	\$	790	1,060
Sewer (2-inch water meter)	\$	7,230	
Water (3-inch water meter)	\$	1,580	2,120
Sewer (3-inch water meter)	\$	14,460	
Water (4-inch water meter)	\$	2,470	3,310
Sewer (4-inch water meter)	\$	22,600	

New Bern Highway-Drummer Kellum Service Area

These service area assessments are for water and sewer. The water assessment is for the construction of approximately 1,420 linear feet of 8-inch diameter water line. The sewer assessment is for construction of approximately 1,640 linear feet of 8-inch diameter gravity sewer.

Residential

Water (detached)	\$	80
Sewer (detached)	\$	1,140
Water (attached)	\$	70
Sewer (attached)	\$	1,150

Non-Residential

Water (0.625-inch water meter)	\$	80
Sewer (0.625-inch water meter)	\$	1,140
Water (0.75-inch water meter)	\$	120
Sewer (0.75-inch water meter)	\$	1,730
Water (1-inch water meter)	\$	190
Sewer (1-inch water meter)	\$	2,870
Water (1.5-inch water meter)	\$	390
Sewer (1.5-inch water meter)	\$	5,740
Water (2-inch water meter)	\$	620
Sewer (2-inch water meter)	\$	9,190
Water (3-inch water meter)	\$	1,230
Sewer (3-inch water meter)	\$	18,370
Water (4-inch water meter)	\$	1,930
Sewer (4-inch water meter)	\$	28,710

Piney Green Service Area

These service area assessments are for water only. The assessments are for the construction of approximately 9,960 linear feet of 12-inch diameter water line from Wolf Swamp Road to near Piney Green Road with part of the water line being located along Thomas Humphrey Road and Halltown Road.

Residential	Water (detached)	\$	380
	Water (attached)	\$	350
Non-Residential	Water (0.625-inch water meter)	\$	380
	Water (0.75-inch water meter)	\$	560
	Water (1-inch water meter)	\$	940
	Water (1.5-inch water meter)	\$	1,880
	Water (2-inch water meter)	\$	3,010
	Water (3-inch water meter)	\$	6,020
	Water (4-inch water meter)	\$	9,410

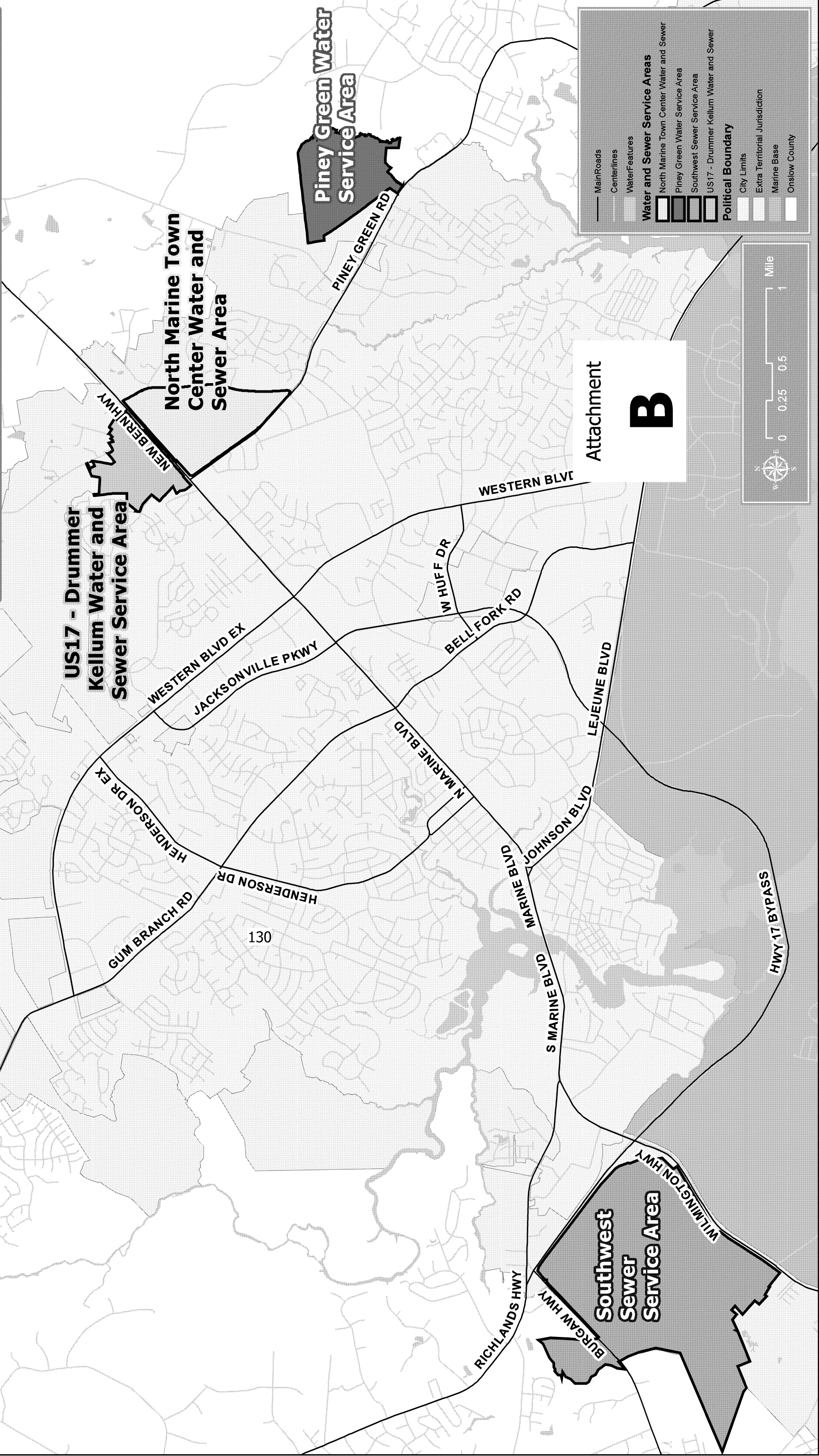
Notes:

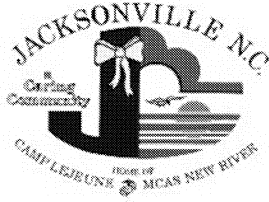
- 1) Payment of the assessment is due prior to issuance of a building permit or at the time of application for service to a previously un-served parcel or building.
- 2) The residential schedule applies only to connections for places of residence.
- 3) A 1-inch diameter service line, meter setter and box is required for a 0.75-inch meter installation
- 4) Assessments for meters larger than four inches will be based on annualized average day demand, the net capital cost per gallon of capacity, and applicable capital cost per customer.
- 5) Sewer assessments are based on the size of the water meter, not the size of the sewer line.
- 6) Any assessment adjustment for new developments where permits have expired shall be issued in accordance with the adopted Fee Adjustments Policy at the time of expiration.

City of Jacksonville

Water and Sewer Service Areas

Approximate Limits Only





Request for City Council Action

Consent
Agenda
Item: **7**
Date: 2/3/2015

Subject: FY14-15 Fee Schedule Amendment for Planning, Permitting and Inspection Fees

Department: Development Services

Presented by: Ryan King, Planning & Permitting Administrator

Presentation: No

Issue Statement

Staff is requesting City Council consider fee schedule modifications to the FY14-15 Fee Schedule. Changes to the Planning fees will adjust the language to reflect new terminology found within the Unified Development Ordinance (UDO). Amendments to the Building Permit/Inspections fees are a result of several adjustments that will either streamline the fee process and/or adjust base fees which are being adjusted based on actual number of inspections typically associated with the permit types.

Financial Impact

Financial impacts will vary project by project.

Action Needed

Consider Fee Schedule Amendment

Recommendation

Staff recommends Council approve the proposed fee schedule amendments as presented.

Approved: ☒ City Manager ☐ City Attorney

Attachments:

- A Draft Planning & Building Permit/Inspection Fee Adjustments



Staff Report

Consent
Agenda
Item:

7

FY14-15 Fee Schedule Amendment for Planning, Permitting and Inspection

Introduction

Staff is requesting City Council consider fee schedule modifications to the FY14-15 Fee Schedule. Changes to the Planning fees will adjust the language to reflect new terminology found within the Unified Development Ordinance (UDO). Amendments to the Building Permit/Inspections fees are a result of several adjustments that will either streamline the fee process and/or adjust base fees which are being adjusted based on actual number of inspections typically associated with the permit types.

Amendments include but are not limited to the following: 1) The General Contractor (GC) will pay for the complete permit (including fees for all trades) for all new construction (excludes additions, renovations, etc...); 2) An increase for single trade permit fees; 3) Re-inspection fees beyond 2 visits are being reduced; 4) A no charge permit fee for residential handicapped ramps, and 5) Penalty for when an inspection is called in yet when the inspector arrives, the inspection scheduled is clearly not ready for inspection.

Procedural History

- On July 1, 2014 this fee schedule was implemented.
- On February 3, 2015 City Council will consider this fee schedule amendment.

Stakeholders

- Citizens of Jacksonville that obtain certain types of permits.
- Builders/Developers that obtain certain types of permit.

Options

Approve the proposed fee schedule amendments as presented **RECOMMENDED.**

Pros: Reflects wording of the UDO; Creates a no charge permit for residential handicapped ramps; more reflective of the amount of inspection time in the field for single trade permits; requires the General Contractor to pay all fees for new construction.

Cons: General Contractor will be required to pay fees for all subs at the onset versus their sub contractors paying after the initial permit.

Deny the proposed fee schedule amendments as presented.

Pros: None.

Cons: Language would not reflect that of the UDO.

Defer the request and provide direction to staff on the specific information Council would like to receive.

CITY OF JACKSONVILLE PLANNING & PERMITTING

The following fees are non-refundable unless otherwise noted:

TYPE	FEE
<u>DOCUMENTS, ORDINANCES, PLANS</u>	
Copy of Subdivision Regulations	\$5.00
Downtown Design Guidelines	\$ 9.00
Thoroughfare/Transportation Plan	\$ 9.00
CAMA Land Use Plan	\$25.00
Downtown Master Plan	\$25.00
Copy of Zoning Ordinance	\$25.00
Trails & Greenways Master Plan (B&W)	\$70.00
<u>HOME BASED BUSINESSES</u>	
Home Occupation and/or Family Childcare	\$50.00
Family Care and/or Group Home	\$50.00
<u>MISCELLANEOUS</u>	
Standard Zoning Certification Letter ¹	No Charge
Non-Standard Zoning Certification Letter ¹	\$50.00
Zoning Permit	\$50.00
Billboard Renewal Fee	\$60.00
Vested Right Application	\$75.00
Change of Address	\$50.00 (per address)
Street Name Change Request	\$250.00
Voluntary Annexation Petitions	\$500.00
Street Closing Petitions	\$500.00

Attachment

A

SUBDIVISIONS, PLATS, DEVELOPMENT/SITE PLANS

Recombination/Exempt/Easement Plats	\$100.00
Preliminary Sketch Plan (Minor) ²	\$100.00 + \$5.00/lot
General Preliminary Plan (Minor) ²	\$200.00 + \$5.00/lot
Preliminary Sketch Plan (Major) ²	\$200.00 + \$5.00/lot
General Preliminary Plan (Major) ²	\$400.00 + \$5.00/lot
Preliminary Sketch and General Preliminary Plan Combined (Major) ²	\$500.00 + \$5.00/lot
Preliminary Sketch and/or General Preliminary Plan Extension ²	\$500.00 + \$5.00/lot
Preliminary Sketch and/or General Preliminary Plan Modification	\$200.00
Final Plat	\$200.00 + \$5.00/lot
Type I Site Plan (excludes single family detached) ^{2 & 3}	\$900.00
Type II Site Plan (excludes single family detached) ^{2 & 3}	\$1000.00
Type III Site Plans ⁴	\$1200.00
Special Use/ Conditional Use Permit (only)	\$600.00
Site Plan Re-review(s)	\$100.00 (each review)
Site Plan Modification(s)	\$200.00
Site Plan Extension	\$200.00
Development Agreement	\$2,000.00
Transportation Impact Analysis (TIA)	
Scoping fee	\$1000.00 (non-refundable) will be credited to the total cost of the TIA fee.
Applicant Hires Own Qualified Engineer	Applicant 100% Cost of their TIA plus 100% cost for City's Consultant to review the TIA Report.
City Selected Engineering Consultant	Applicant 100% Total Cost of TIA with no required consultant review of the TIA Report.

VARIANCES, ZONING/SUBDIVISION ORDINANCE and/or MAP AMENDMENTS

Text Amendment	\$450.00
Rezoning Request (Map Amendment) ⁵	\$500.00
Variance/Interpretation/Appeal Request (BOA)	\$300.00 (If the applicant's appeal is granted by the Board of Adjustment, this fee will be refunded in full)
Land Use Plan Text & Map Amendment	\$500

¹ A standard zoning certification letter is a form letter as established by the Planning Division that identifies a parcel, address, zoning and the permitted uses allowed at that location or a copy of a previous approval letter. A non-standard zoning certification is a letter that requests additional information not included in the standard letter.

² The 1st two reviews are included within this base fee

³ For Expansions/Additions/Accessory Structures on sites owned or leased by a public agency greater than 5 acres, only the development impact area will be factored into the per acre portion of the plan review fee.

⁴ Type III Site Plan Applications that are submitted concurrently with the Special/Conditional Use Permit Request are only required to pay the Type III Site Plan fee.

⁵ When a rezoning request will affect more than 50 different adjacent property owners, and a newspaper ad is required, the applicant will be assessed the advertisement fee in addition to the base rate.

Building Permit and Inspection Fees:

THE FOLLOWING PERMIT FEES DOUBLE IF WORK COMMENCES PRIOR TO SECURING APPROPRIATE PERMIT(S):

(B=Building, E=Electrical, P=Plumbing, M=Mechanical Permits, FP=Fuel Piping)

BUILDING PLAN REVIEW FEES

Residential – 1 & 2 Family Only (B E P M)	No Charge
Standard Plan Review (B E P M)	
Construction Value under \$30,000	\$75.00
Construction Value between \$30,000 - \$200,000	\$150.00
Construction Value between \$201,000 - \$370,000	\$300.00
Construction Value \$371,000 or greater	\$450.00

Non-Standard Plan Review (B E P M)

Construction Value under \$30,000	\$150.00
Construction Value between \$30,000 - \$200,000	\$300.00
Construction Value between \$201,000 - \$370,000	\$600.00
Construction Value \$371,000 or greater	\$900.00

Important: Non-Standard Plan Review is a service that allows plan review to take place prior to site plan approval and selection of a contractor (including proof of lien agent).

Express Plan Review (B E P M)

Construction Value under \$30,000	\$600.00
Construction Value between \$30,000 - \$200,000	\$1200.00
Construction Value between \$201,000 - \$370,000	\$2400.00
Construction Value \$371,000 or greater	\$3600.00

Important: Express Plan Review is a service that allows a plan review to take precedence over those going through the standard and non-standard plan review process. Jacksonville is offering this service to help those with commercial projects needing to meet financing deadlines and other timetables. These fees are non-refundable and will not be credited towards the building permit fee.

<u>DESCRIPTION</u>	<u>\$/SQ.FT.</u>	<u>MINIMUM</u>
--------------------	------------------	----------------

ALL NEW STRUCTURES & ADDITIONS

Residential (B, E, P, M, FP)	\$.27545	\$2500.00
Residential (E)	\$.08	\$6520.00*
Residential (P)	\$.065	\$6520.00*
Residential (M)	\$.065	\$6520.00*
Residential (FP)	\$.065	\$6520.00*

*No charge when sub-contractor's applications & signatures are included when building permit application is submitted. If not submitted, then a processing fee will be required.

Non-Residential (B, E, P, M, FP)	\$.2254	\$3500.00
Non-Residential (E)	\$.08	\$1020.00*
Non-Residential (P)	\$.08	\$1020.00*
Non-Residential (M)	\$.08	\$1020.00*
Non-Residential (FP)	\$.08	\$1020.00*

*No charge when sub-contractor's applications & signatures are included when building permit application is submitted. If not submitted, then a processing fee will be required.

Residential Accessory (B)

w/ a max. dimension of 12'	No Charge
w/ a dimension greater than 12' but <401 sq. ft.	\$275.00
401 sq.ft. or greater	\$325.00

Non-Residential Accessory (B)	\$.27	\$300.00
-------------------------------	-------	----------

ADDITIONS

Residential (B)	\$.27	\$2500.00
Residential (E)	\$.08	\$65.00
Residential (P)	\$.065	\$65.00
Residential (M)	\$.065	\$65.00
Residential (FP)	\$.065	\$65.00
Non-Residential (B)	\$.22	\$3050.00
Non-Residential (E)	\$.08	\$100.00
Non-Residential (P)	\$.08	\$100.00
Non-Residential (M)	\$.08	\$100.00
Non-Residential (FP)	\$.08	\$100.00

<u>DESCRIPTION</u>	<u>\$/SQ.FT.</u>	<u>MINIMUM</u>
--------------------	------------------	----------------

SHELL BUILDING/SPECIAL PERMIT

Non-Residential (B)	\$0.13	\$300.00
Includes: foundation, shell only (no partition walls)		
Non-Residential (E)	\$0.05	\$100.00
Non-Residential (P)	\$0.05	\$100.00
Non-Residential (M)	\$0.05	\$100.00
Includes: Rough-In in slab only		
Non-Residential (FP)	\$0.05	\$100.00

Note: to finish shell building see alteration/upfit below.

ALTERATION/UPFIT (Permits required in conjunction with a Shell Building Permit)

Non-Residential (B)	\$0.10	\$300.00
Non-Residential (E)	\$0.04	\$100.00
Non-Residential (P)	\$0.04	\$100.00
Non-Residential (M)	\$0.04	\$100.00
Non-Residential (FP)	\$0.04	\$100.00

Renovations (Applicable to buildings/tenant space previously or currently occupied)

Residential (B)	\$0.064	\$200.00
Residential (E)	\$0.0105	\$65.00
Residential (P)	\$0.0105	\$65.00
Residential (M)	\$0.0105	\$65.00
Residential (FP)	\$0.0105	\$65.00
Non-Residential (B)	\$0.06	\$300.00
Non-Residential (E)	\$0.0105	\$100.00
Non-Residential (P)	\$0.0105	\$100.00
Non-Residential (M)	\$0.0105	\$100.00
Non-Residential (FP)	\$0.0105	\$100.00

MISCELLANEOUS

After hours inspections* \$100.00/hr \$200.00

*Requests should be made in writing & at least 72 hours in advance

Residential Roofing 1 & 2 Family \$75.00

Commercial Roofing \$175.00

Decks \$150.00

Re-inspect fees will be \$25

Docks/Piers/Bulkheads/Seawalls/Retaining Walls\$0.12 \$250.00

Moving permit (relocation) \$150.00

<u>DESCRIPTION</u>	<u>\$/SQ.FT.</u>	<u>MINIMUM</u>
--------------------	------------------	----------------

Pre-fabricated Structures		\$150.00
---------------------------	--	----------

Re-inspect fees will be \$25

Residential Handicap Ramp		No Charge
---------------------------	--	-----------

Swimming Pools

Residential		\$75.00
-------------	--	---------

Non-Residential		\$275.00
-----------------	--	----------

Commercial Hood		\$175.00
-----------------	--	----------

plus \$50.00 for each additional hood at that location

Single trade permits that are not associated with other permit(s)*

Residential

Building		\$675.00
----------	--	----------

Electrical		\$675.00
------------	--	----------

Mechanical		\$675.00
------------	--	----------

Plumbing		\$675.00
----------	--	----------

Fuel Piping		\$675.00
-------------	--	----------

Non-Residential

Building		\$1020.00
----------	--	-----------

Electrical		\$1020.00
------------	--	-----------

Mechanical		\$1020.00
------------	--	-----------

Plumbing		\$1020.00
----------	--	-----------

Fuel Piping		\$1020.00
-------------	--	-----------

*In accordance with NCGS 160A-417 Permits (a2) the City may not charge more than a single trade permit; however, all contractors shall be listed on the permit application.

Mobile Home

Single Wide		\$300.00
-------------	--	----------

Multi Wide		\$350.00
------------	--	----------

Business Name Change		\$20.00
----------------------	--	---------

Change of Contractor/Sub-Contractor		\$20.00 per contractor
-------------------------------------	--	------------------------

Change of Occupancy		\$100.00
---------------------	--	----------

Certificate of Occupancy		\$100.00
--------------------------	--	----------

Occupying before Certificate of Occupancy issued (PENALTY)		\$200.00
---	--	----------

Demolition (B)	\$40.00
Demolition (E)	\$40.00
Demolition (P)	\$40.00
Demolition (M)	\$40.00
Demolition of entire structure	\$130.00
Scheduled inspection not ready (PENALTY)	\$50.00
Signs per (Appendix H, IBC)	
1-5 Signs	\$100.00
1-5 Additional Signs	\$50.00
Temporary pole/Construction Trailer	\$65.00
Billboards (Per commercial structure fee schedule)	\$450.00
Day Care and Residential Care Facilities*	\$150.00
* This is an inspection typically required by the State of North Carolina to determine that the facility is code compliant.	

ADMINISTRATIVE FEES

Revisions (per permit)	\$50.00
Reinstate Permit (per permit)*	\$50.00
*Provided there haven't been any code/ordinance changes and/or permit hasn't expired inspections have occurred. If no inspections have taken place within six months of permit issuance, permit is expired and a new submission will be required.	
Homeowners Recovery Fund	\$10.00
Technology Fee – 10% of permit fee (NO EXCLUSIONS)	\$5.00
NCABC Forms	\$125.00

RE-INSPECTION FEES (B E P M,FP)

Re-inspection (one first time)	No Charge
Additional trip Re-inspection (2 nd time and beyond) (per trade)	\$5530.00

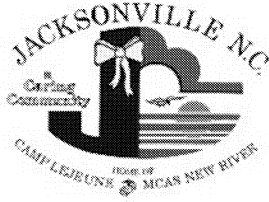
All trades are independent from other trades/permits.

Refunds will be considered on a case by case basis by the Development Services Director or his/her designee. Refunds are subject to a \$50 administrative fee.

City Council recognizes that in some rare situations fees will either be extraordinarily high or low. In these situations, staff will consider the nature of the work and the number of inspections necessary to perform the inspections and a fee will be established.

Any fee adjustments for new developments where permits have expired shall be issued in accordance with the adopted Fee Adjustments/Facilities Charge Adjustment Policy.

Any applications not issued within 90 days of the application date will be subject to the fee schedule at the time of issuance.



Request for City Council Action

Consent
Agenda Item: **8**
Date: 2/3/2015

Subject: Amendment to Adopted FY2015 Fee Schedule

Department: City Manager's Office

Presented by: Richard C. Woodruff

Presentation: No

Issue Statement

The City has been approved by the Department of State as a Passport Application Acceptance Agency. Personnel have been trained here in Jacksonville through web-based and classroom training by a regional passport agent. The actual service should begin by mid-February.

As established by the Department of State's Passport Acceptance Program, the City will charge \$25.00 per application for our acceptance services and \$12.72 if they want Overnight Delivery. We will also offer to take their passport photo here in City for a fee of \$8.00. Staff is requesting to add the passport acceptance fees and passport photograph fee to the FY14-15 Fee Schedule. Proposed fees would be as follows:

Passport Acceptance Fee	\$25.00
Overnight Delivery	\$12.72
Passport Photograph Fee	\$ 8.00

Financial Impact

The financial impact would result in the additional revenues.

Action Needed

Approve addition of the Passport Fees to the fee schedule.

Recommendation

Staff recommends Council approve the Fee Schedule Amendment.

Approved: ☒ City Manager ☐ City Attorney

Attachments:

A Fee Schedule Amendment

HUMAN RESOURCES

Employee ID Badge Replacement Fees

BADGE TYPE	AMOUNT
Proximity Card	\$20.00
Identification Card	\$10.00
Passport Photo	\$8.00

INFORMATION TECHNOLOGY SERVICES (ITS)

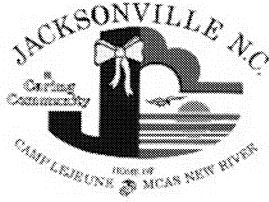
Customized GIS Color Maps	\$30.00 per hour, 1 hour minimum Plus standard GIS color map fees
Standard GIS Color Maps	
8-1/2" X 11"	\$ 2.00
11" X 17"	\$ 3.00
24" X 36"	\$ 5.00
36" X 36"	\$10.00
36" X 48"	\$15.00
Digital Data	
Existing data file	Cost of media
Customized data file	\$30.00 per hour + cost of media

Passport Acceptance Agency Fees Established by the Department of State

Passport Acceptance Execution Fee	\$25.00 each application
Overnight Delivery Services	\$12.72 each application

Attachment

A



Request for City Council Action

Consent
Agenda
Item: **9**
Date: 2/3/2015

Subject: Interlocal Agreement Fiber Optic Communication System

Department: ITS, City Attorney

Presented by: Chris Koltyk

Presentation: No

Issue Statement

The City and Onslow County desire to enter into an Interlocal Agreement for a fiber optic communication system to connect the County's Government Center located in Burton Park and the County's Justice Complex located off of Court Street. This infrastructure provides connectivity for the County as well as the 800 MHz radio system. The City will own the infrastructure and will assume maintenance responsibilities in return for a fee.

The proposed Agreement will be for a five-year term with the option to review yearly thereafter.

Financial Impact

Revenue in the amount of \$1,500 per month for use of the fiber optic connection and an additional \$600 per month for connecting the 800 MHz Radio System.

Action Needed

Consider and adopt the Interlocal agreement as presented.

Recommendation

The staff recommends Council adopt the Interlocal Agreement for the City and County Fiber Optic Connection.

Approved: ☒ City Manager ☐ City Attorney

Attachments:

A Proposed Interlocal Agreement for Fiber Optic Communication System

STATE OF NORTH CAROLINA
COUNTY OF ONSLOW

INTERLOCAL AGREEMENT FIBER OPTIC COMMUNICATION SYSTEM

THIS AGREEMENT ("Agreement") is made and entered into as of this _____ day of _____, 2015 ("Effective Date"), by and between the City of Jacksonville a North Carolina municipal corporation ("City"), and Onslow County, a political subdivision of the State of North Carolina ("County").

WITNESSETH

WHEREAS, the City owns and maintains a multi-strand optical fiber communication system ("City System") along the route(s) described in Exhibit A – City of Jacksonville Locations and Descriptions ("Exhibit A"); and

WHEREAS, the County desires additional connections for its network communication needs; and

WHEREAS, pursuant to the provisions of Article 20 of Chapter 160A of the North Carolina General Statutes, the City and the County are empowered to enter into interlocal agreements in order to execute an undertaking whereby a unit of local government exercises any power, function, public enterprise, right, privilege or immunity either jointly with or on behalf another unit of local government;

NOW, THEREFORE, for and in consideration of the mutual benefits, covenants and promises contained herein, the parties hereto agree as follows:

1. Purpose

To provide a fiber optic connection between County government buildings, including the County's Government Center located in Burton Park and the County's Justice Complex located in the City of Jacksonville for ownership and maintenance responsibilities

2. Definitions and Interpretations

The following definitions and interpretations shall apply to this Agreement:

- (a) "Agreement" means this entire Interlocal Agreement, and any other attachments, all of which are incorporated herein by reference.
- (b) "Effective Date" means the date in which the last authorized signature was received on this Agreement.
- (c) "Initial Term" means the first term of this Agreement.
- (d) "WAN" means Wide Area Network.
- (e) "Connection" means two strands of single mode fiber.

Attachment

A

- (f) "Equipment" means the equipment that is specified in the attachments, and other services described in this Agreement.
- (g) "Services" means those installation, maintenance, support, and other services described in this Agreement.
- (h) "City System" means a multi-strand optical fiber communication system that includes, but is not limited to conduit, hand holes, splice enclosures, etc.
- (i) "Fiber Infrastructure" means a connection mode fiber optical cable including, but not limited to conduit, hand holes, splice enclosures, etc.

3. Use of Facilities

- (a) The City currently has a private optical network Agreement with Time Warner Entertainment dated February 20, 2002. It is incorporated into this Agreement as Exhibit C – Time Warner Entertainment Agreement ("Exhibit C"). This network is also referenced in Exhibit B – City of Jacksonville Fiber Optic Infrastructure Map ("Exhibit B").
- (b) The County shall provide space on its 100' (100 foot) tower located at the Onslow County Government Center, located at 234 Northwest Corridor Boulevard, Jacksonville, NC, and two strands of fiber between the tower and server room for the City to install, and operate, a wireless receiver.
- (c) The City agrees to grant to County the right to use the number of Connections specified on Exhibit A and Exhibit B. Subject to the terms of this Agreement, County shall use these connections solely for its own purposes and may not allow any third party non-governmental use.
- (d) County shall use Connections in compliance with and subject to all applicable government, municipal, and regulatory codes, laws, ordinances, rules, and regulations. The City shall obtain and maintain all licenses, permits, authorizations, and approvals in accordance with all applicable local, state, and federal codes, laws, ordinances, rules, and regulations required for County's use of the Connections.
- (e) County shall not use the City System in a way which physically interferes in any way with or adversely affects the use of the City System or the fibers or cable of any other person or entity using the City System. The City shall not use the City System or any fibers therein in a way which physically interferes in any way with or adversely affects County's permitted use of the City System.
- (f) County and the City each agree to cooperate with the other in complying with any requirements applicable to their respective rights and obligations under this Agreement by any governmental, municipal, or regulatory agency or authority.

4. Right of Use

(a) Effective as of the Effective Date, and upon County's payment of the initial payment set forth in Section 8(a) herein, the City grants to County, and County accepts from the City, for the purposes stated in this Agreement, an exclusive right of use of the Connections designated in Exhibit A and Exhibit B. The City shall at all times own the City System, including, but not limited to, the Connections used by County, as well as the supporting infrastructure that comprises the City System. The City shall have the sole and exclusive right to use (or allow third parties to use) any of the remaining fibers on the City System. Upon termination of this Agreement, County's rights under this Agreement shall immediately terminate.

(b) The City may substitute Connections of equal or better capacity and quality at any time, so long as such substitution does not materially interfere with County's use of the City System.

(c) Except as specifically provided in this Agreement, in no event shall the foregoing grant of use of the connections to County be construed as a duty or obligation of the City to provide any telecommunications services, equipment space, licenses, rights of way, or other consents for any attachments to or other uses of the City System.

(d) Final installation of 24 strands of single mode fiber optic cable along the Northwest Corridor Boulevard in the area of Burton Park, and also along Hwy 258 to the Onslow County Multipurpose Building located at 4024 Richlands Highway, Jacksonville, NC, shall be installed by Onslow County ("Exhibit E"). Once installed, the City shall test the quality of Connections. The County will transfer ownership, subject to the reverter set out in Section 4(f) of this Agreement, of the 24 strands of single mode fiber optic cable (Exhibit E), together therewith any right-of-way agreements with landowners and/or holders of easements providing rights-of-way, to the City within three (3) months from the date of its Acceptance pursuant to Section 7 of this Agreement. For a period of one (1) year after installation and Acceptance of the fiber optic cable along the route depicted in Exhibit E, the County will be responsible for any required maintenance or repairs to the NCDOT encroachment area due to wash out, grass reseeding, or other maintenance as required by NCDOT.

(e) Onslow County hereby transfers ownership of the fiber optic cable (48 strands), installed between the Onslow County Justice Complex, located at 717 Court Street, Jacksonville, NC, and the Center for Public Safety Building, located at 200 Marine Boulevard, Jacksonville, NC, to City of Jacksonville (City Hall) located at 815 New Bridge Street, Jacksonville, NC. , subject to the reverter set out in Section 4(g) of this Agreement.

(f) In the event this Agreement is terminated, either with or without cause, ownership of the fiber optic cable referenced in 4 (d) above together therewith any conduits, rights-of-way and/or easements previously transferred to the City shall revert back to the County.

(g) In the event this Agreement is terminated, either with or without cause, ownership of the fiber optic cable referenced 4 (e) above shall revert to the County; but all conduit, easements and rights-of-way shall remain with the City, with the County continuing to be able to use the City conduit, easements and rights-of-way. County shall not unreasonably withhold permission for the City to connect inside the Justice Complex.

5. Term

(a) The term of this Agreement shall be five (5) years, beginning on the Effective Date and expiring at midnight of the fifth anniversary of such date ("Initial Term"). Upon expiration of the Initial Term, unless either party provides at least sixty (60) days written notice to the other of its intent that the Agreement terminate at such expiration date, this Agreement shall continue on a year-to-year basis unless sooner terminated as provided in this Agreement including the terms of the Time Warner Entertainment Agreement incorporated herein by reference, and in the attached Exhibit C. All terms and conditions of this Agreement shall remain in full force and effect during the Term.

(b) If at any time County abandons any of the Connections, the Term shall expire with respect to the subject Connections, and all rights to the City System related to such Connections used by County. The abandoned Connections shall revert to the City without reimbursement of any fees or other payments previously made with respect thereto, and from and after such time, the County shall have no further rights under this Agreement with respect to the City System.

6. Construction and Approvals

(a) The City's obligations under this Agreement shall be subject to securing all government, private and other consents and approvals that the City, in its reasonable discretion, determines are necessary or desirable for the construction and operation of the City System or any part thereof. If any such approvals or consents cannot be obtained, or cannot be obtained under terms that are acceptable to the City, the City shall so notify County and County shall have the right to (i) secure such approvals at its own cost and expense, (ii) comply with any conditions or requirements of the approvals or consents; or (iii) terminate this Agreement without penalty or cost. Upon receipt of notice from the City, County shall make its decision on how to proceed and notify the City of the same within thirty (30) days.

(b) The City represents that it has obtained certain rights of way and access rights for construction and operation of the City System (the "Underlying Rights") under its existing right-of-way agreements with landowners and/or holders of easements providing rights-of-way, and that it has the right to use the rights-of-way as contemplated herein. This Agreement is subject to the terms and limitations of the Underlying Rights, and subject to the terms under which the right of way and other property interests are owned or held by the grantor of the Underlying Rights, including, but not limited to, covenants, conditions, restrictions, easements, reversionary interests, bonds, mortgages and indentures, and other matters, whether or not of record, and to

the rights of tenants and licensees in possession. County agrees to use the City System only in a manner consistent with the Underlying Rights, and that its rights shall in all respects be subject to the terms and conditions of the Underlying Rights. The City will promptly notify the County of any issues arising as to the Underlying Rights. If it is determined that the City does not have the authority, or rights to utilize such Underlying Rights as contemplated by this Agreement, the City agrees to attempt to promptly either obtain the necessary rights-of-way or other rights, or to terminate this Agreement without further obligation by either party.

7. Acceptance and Testing

City shall notify County promptly when the Connection is made available. Upon notification, County shall have fifteen (15) calendar days in which to test the Connection in accordance with accepted industry standards and testing procedures. If the Connection meets industry standards, County shall promptly notify the City in writing of its acceptance of the Connection (the "Acceptance"). In the event that the Connection fails to meet industry standards, County shall immediately notify the City in writing of the nature of such failure, and the City shall have thirty (30) calendar days to cure any such failures. After such cure the same testing procedure shall be followed. In the event that the City is unable to correct the failure within thirty (30) calendar days, County at its sole discretion shall have the option to terminate this Agreement without penalty or cost. The City and County agree to work in a cooperative effort to ensure that the Connections meet accepted industry standards and to ensure Acceptance.

8. Payments for Use of the City System

(a) Upon acceptance of the Connections, County shall pay to the City the sum of Eighteen Thousand Dollars (\$18,000) per year for use of the Connections during the Initial Term. Additional yearly funding will be received from 800 MHz Radio System in the amount of Seven Thousand Two Hundred Dollars (\$7,200.00) for connections identified in Exhibit A. A detailed list of the monthly charges is included in Exhibit D – Cost for Use of City System. The City shall provide invoices for these charges no later than thirty (30) days after acceptance of this Agreement, and payment shall be remitted within thirty (30) days after the date of such invoice.

(b) City shall review the market cost for fiber use, prior to the end of the third (3rd) year, to determine if a change in cost to the County is necessary. City shall have the right to adjust the cost of the fiber to become effective beginning in the fourth (4th) year. Notification of a cost change shall be provided to the County in writing no later than March 1 of the third (3rd) year.

9. Network System Changes and Modifications

(a) Only the City shall be authorized to make changes to the City System.

(b) If changes are needed, County shall submit their requested changes in writing to the City. For requested changes made before Acceptance under Section 7 of this Agreement, the City shall bear all costs related to changes. For changes requested by the County after Acceptance under Section 7 of this Agreement, cost and responsibility of payment will be negotiated by both parties depending on user benefit. Any attempt by the County to make changes to the Connections shall be considered a breach of contract.

(c) The City, in its sole discretion, reserves the right to hire third parties to complete changes to the City System.

10. Operations

(a) The City shall have full and complete control and responsibility for determining any network and service configuration or designs, routing configurations, re-grooming, rearrangement or consolidation of channels or circuits, and all related functions with regard to the City System.

(b) County acknowledges and agrees that the City is not supplying nor is the City obligated to supply to County any optronics, or electronics, or optical, or electrical equipment, or splicing equipment, including canisters and patch panels; nor is the City responsible for performing any work other than as specified in this Agreement, or for providing other facilities, including equipment space, generators, batteries, air conditioners, fire protection, and monitoring and testing equipment.

11. Maintenance and Trouble Reporting

(a) The City agrees to provide, but does not warrant, uninterrupted availability of the Connection and will make reasonable efforts to restore Connections as soon as possible in the event of a service outage. In the event of a service outage of all or a portion of the Connection, the City will use reasonable efforts to substitute other Connections for County's use. The County understands and agrees that the City is obligated only to use commercially reasonable efforts to respond to and resolve any such service outages. In the event the service outage is caused by damage to the City System including mechanical cuts, lightening, flood, fire, explosion, storm, or destruction of property, from parties other than the County, the costs associated with such restoration shall be paid in proportion to the usage of the City and County.

(b) County agrees to provide the City with any information or records with respect to operations or operating characteristics of the Connections that may be needed or useful to the City in maintaining, repairing and/or replacing all or part of the Connections. It is the responsibility of County to possess the equipment and alternative communications technology necessary to meet County's needs in the event of a loss of use of the Connections.

(c) The contacts for trouble reporting are:

City of Jacksonville:

24/7 Emergency Contact Number: 910-389-0792

Name: Chief Information Officer (CIO), or the On-Call Technician

Office Phone: 910-938-6446

Email: N/A

Onslow County:

24/7 Emergency Contact Number: 910-347-4717

Name: Chief Information Officer

Title: Chief Information Officer

Office: 910-347-4717

Pager: _____

Mobile: _____

Email: _____

12. Nonexclusive Agreement

The City reserves the right to use the City System for itself and for others. The City may use the City System for the purpose of providing any service or activity. The City may initially or subsequently install additional fiber optic cables along the City System for its own use and for the potential use of others so long as such installation or use does not conflict with the use of the City System by the County.

13. Dispute Resolution

In the event of any dispute in connection with this Agreement, the aggrieved party shall provide written notice to the non-aggrieved party specifying the nature of the dispute and its recommended solution. In the event the dispute is not resolved to all parties' satisfaction within thirty (30) days after the original notice is delivered, then upon written notice from either party, the parties shall enter into non-binding mediation prior to the pursuit of any other remedies, provided such mediation can be accomplished in an expeditious manner. If sixty (60) days have passed since the original notice of dispute was delivered and the parties have either been unable to agree upon a choice of mediator or a final written decision of a mediator has not been rendered, either party may pursue any remedy available at law or in equity.

14. Default

(a) With respect to its obligations under this Agreement, County shall be in default under this Agreement if County fails to perform such obligation as set forth herein.

(b) Upon any default by County, the City may, in addition to and without limitation to all other rights and remedies permitted by law take such action as it determines, in its reasonable discretion, to be necessary to correct the default and recover from County its reasonable costs incurred in correcting such default.

(c) If County attempts to make, or is successful at making changes to the City System, this agreement will terminate immediately.

15. Termination

Except as otherwise provided in this Agreement, this Agreement may be terminated prior to the end of the then-current term only in the event that such party commits a material breach of its obligations pursuant to this Agreement and fails to remedy such breach within sixty (60) days after receiving a notice of dispute pursuant to Section 13 of this Agreement. A material breach shall include any changes made to the City System by the County, failure to pay for services, or County allowing a 3rd party to connect to the City System. Upon such termination, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law.

This Agreement may also be terminated prior to the end of the then-current term by written mutual agreement of the parties.

Termination of this Contract, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party.

Notwithstanding the foregoing, no termination or expiration of this Agreement shall affect the rights or obligations of either party (i) with respect to any then existing defaults or the obligation to make any payment under this Agreement accruing prior to the date of termination or expiration; or (ii) pursuant to any Sections or provisions of this Agreement which by their terms survive the expiration or termination of this Agreement.

16. Taxes, Fees, and Other Governmental Impositions

(a) The City shall timely pay any and all taxes, fees, and other governmental impositions ("Impositions") imposed upon or with respect to the City System. The City shall have the right to contest any such Imposition (including by non-payment of such Imposition provided that said non-payment does not materially adversely affect the rights of County pursuant to this Agreement). Any refund, rebate, reduction or abatement resulting from a contest brought pursuant to this Section shall be returned to the City.

(b) Notwithstanding any provision to the contrary, the City shall be responsible for any and all federal or state income taxes imposed upon, based upon, or otherwise measured by the gross receipts, gross income, net receipts, or net income received by or accrued to such party due to its respective ownership of the City System, and the City System used by the County.

(c) The City agrees to file their respective income tax returns, property tax returns, and other returns and reports for their respective Impositions as to their respective interests in the City System, and to pay their respective sums shown due pursuant to such returns and reports together with any penalties, fines, and interest thereon arising out of its own acts or omissions, on such basis and, except as otherwise required by law, not to take any positions inconsistent therewith that would materially adversely affect the County.

(d) The City further acknowledges and agrees that it shall be liable for any penalty, fine, and interest as to the Impositions arising out of its own acts or omissions.

17. Notice

(a) Unless otherwise provided in this Agreement, all notices and communications concerning this Agreement shall be addressed to the other party as follows:

If to City of Jacksonville:

City of Jacksonville
Attn: Chief Information Officer
P. O. Box 128
Jacksonville, NC 28541
Phone No.: 910-938-6446

With a copy to: City of Jacksonville
Attn: City Manager
P.O. Box 128
Jacksonville, NC 28541
Phone No.: 910-938-5200

If to Onslow County:

County of Onslow
Attn: Chief Information Officer
234 NW Corridor Blvd
Jacksonville, NC 28540
Phone No.: 910-347-4717

With a copy to: Onslow County Manager
234 NW Corridor Blvd
Jacksonville, NC 28540

or such other address as either party may designate from time to time in writing to the other party.

(b) Unless otherwise provided in this Agreement, notices shall be hand delivered, sent by registered or certified U.S. mail, postage prepaid, or by commercial overnight delivery service (sent at the sender's expense), and shall be deemed received by, served on, or delivered to the addressee or its office at the address for notice specified above.

18. Confidentiality - Only as Allowed By North Carolina Law

City and County shall abide by the North Carolina General Statutes, specifically G.S. 132.6.1.(c) and G.S. 132-1.7.(a) where documents provided by County and City have been identified as "Confidential" or are exempt from public records requests by outside parties.

19. Force Majeure

In the event that the City shall be prevented from or delayed in installing, repairing or replacing the connections or otherwise performing under the terms of this Agreement, because of causes beyond its control such as, but not necessarily limited to, lightning, flood, fire, explosion, storm, destruction of property, strike or other labor dispute or disturbance, civil insurrection, national emergency, embargo, moratorium, any governmental action or order of any court or administrative agency, connection cut by a third party or failure of a unique supplier to supply necessary materials or equipment on time, the City shall be excused from timely performance, provided however, that the City uses reasonable efforts to perform.

20. Casualty

(a) Connections used by County. If all or any portion of the Connections used by County are damaged or destroyed as a result of a casualty outside the control of a party or its agent(s), the City, as soon as reasonably possible (and, in any event, within ten (10) days) shall repair or replace said Connections used by County and this Agreement shall continue in full force and effect. Such repair shall be treated as System costs and be paid for by the City.

(b) Risk of Loss. Except as otherwise provided in this Agreement, each party acknowledges and agrees that its property, applicable to this Agreement, shall be installed, kept, stored, and maintained at its own risk; and the other party shall not be responsible to it for any loss or damage to its equipment or other property which might result from tornadoes, lightning, wind, storms, or other Acts of God or catastrophic or other events beyond its reasonable control as described in Section 19.

21. Intellectual Property

Nothing in this Agreement shall be construed as granting any right or license under any copyrights, inventions, or patents now or hereafter owned or controlled by the City or County or granting any right, title, or interest in the other party's trademarks, trade names, or service marks. Neither party shall use the lawful trademarks, trade names, or service marks of the other without prior written permission. The City and County each recognize the rights of the other in its respective lawful trademarks, trade names, and service marks and agrees not to contest or take any action to contest the trademarks, trade names, or service marks being used by the other as of the Effective Date, or to use, employ, or attempt to register any trademarks, trade names, brand names, logos, insignia, symbols, or decorative designs that are confusingly similar to the other party's lawful trademarks, trade names, or service marks.

22. Assignments and Transfers

Neither party shall assign, encumber, or otherwise transfer this Agreement or all or any portion of its rights or obligations under this Agreement without the prior written consent of the other party.

23. Representations and Warranties

(a) Each party represents and warrants that:

- (i) it has the full right and authority to enter into, execute, and deliver this Agreement;
- (ii) this Agreement constitutes a legal, valid and binding obligation enforceable against such party in accordance with its terms, subject to bankruptcy, insolvency, creditors' rights and general equitable principles; and
- (iii) its execution of and performance under this Agreement shall not violate or constitute a violation or default under any applicable existing codes, laws; regulations, rules, or court orders of any local, state, or federal government agency, court, or body.

(b) EXCEPT AS STATED HEREIN, THE CITY MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE CITY SYSTEM USED BY COUNTY, OR ANY OTHER PORTION OF THE CITY SYSTEM, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

24. Waiver

The failure of either party to enforce any of the provisions of this Agreement, or the waiver thereof in any instance shall not be construed as a general waiver or

relinquishment on its part of any such provision; and the same nevertheless shall be and remain in full force and effect.

25. Choice of Law

This Agreement shall be construed, governed, and enforced by and in accordance with the laws of the State of North Carolina and all actions related to this Agreement shall be brought in the General Court of Justice in the County of Onslow, North Carolina.

26. Rules of Construction

(a) The captions and headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement or as amplifying or limiting any of its content. Words in this Agreement which import the singular connotation shall be interpreted as plural, and words which import the plural connotation shall be interpreted as singular, as the identity of the parties or objects referred to may require.

(b) Unless expressly defined in this Agreement, words having well known technical or trade meanings shall be so construed. All listing of items, including any after the words "include" or "including," shall not be taken to be exclusive, but shall include other items, whether similar or dissimilar to those listed, as the context reasonably permits.

(c) Except as stated to the contrary in this Agreement, any right or remedy of the City or County shall be cumulative and without prejudice to any other right or remedy, whether or not contained in this Agreement.

(d) All actions, activities, consents, approvals, and other undertakings of the parties in this Agreement shall be performed in a reasonable and timely manner unless otherwise provided or permitted. Except as specifically stated in this Agreement, the standards and practices of performance within the communications industry in the relevant market shall be the measure of a party's performance for the purpose of this Agreement.

27. Entire Agreement

This Agreement constitutes the entire and final agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibits referred to in this Agreement are integral parts of this Agreement and are made a part of this Agreement. To the extent that any of the provisions of any Exhibit to this Agreement are inconsistent with the express terms of this Agreement, the other terms of this Agreement shall prevail. This Agreement may be modified or supplemented only by an instrument in writing executed by a duly authorized representative of each party and delivered to the party relying on the writing.

28. No Third-Party Beneficiaries

Nothing in this Agreement shall be construed to create any rights in third parties.

29. **Severability**

If any term, covenant, or condition contained in this Agreement is, to any extent, held invalid or unenforceable in any respect under the laws governing this Agreement, the remainder of this Agreement shall not be affected thereby; and each term, covenant, or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the effective date first above written.

County of Onslow

By: 
Name: Jeffrey L. Hudson
Title: County Manager

City of Jacksonville

By: _____
Name: Richard L. Woodruff
Title: City Manager

Certificate of City's Attorney

I, the undersigned, John T. Carter Jr., the duly authorized and acting legal representative of THE CITY OF JACKSONVILLE, NORTH CAROLINA, do hereby certify as follows:

I have examined the attached Interlocal Agreement Fiber Optic Communication System between the City of Jacksonville and Onslow County and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legal binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

John T. Carter, Jr., City Attorney

Date

Certificate of Finance Officer

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

By: _____
David McCole

By: _____
Gayle Maides

Account No.: _____

EXHIBIT A

Locations and Connections

Fiber infrastructure is referred to as connection single mode fiber optical cable including but not limited to conduit, hand holes, splice enclosures etc.

Locations:

1. City of Jacksonville (City Hall) – 815 New Bridge Street, Jacksonville, NC 28541
2. Center for Public Safety Building – 200 Marine Blvd., Jacksonville, NC 28541
3. Onslow County Justice Complex – 717 Court Street, Jacksonville, NC 28540
4. Onslow County EOC Building - 1180 Commons Drive North, Jacksonville, NC 28546
5. Onslow County Government Center – 234 Northwest Corridor Blvd., Jacksonville, NC 28540
6. Onslow County Multipurpose Complex– 4024 Richlands Highway Jacksonville, NC 28540

Connections:

Connection 1:

Fiber infrastructure leased from Time Warner by the City of Jacksonville

2 strands of fiber from Onslow County EOC to Onslow County Justice Complex – this connection is patched through via City Hall

2 strands of fiber from Onslow County EOC to Onslow County Justice Complex – this connection is patched through via City Hall (for 800 MHz radio system)

Connection 2:

2 strands of fiber from Onslow County EOC to Center for Public Safety Building – (for 800 MHz radio system)

Connection 3:

2 strands of fiber from Center for Public Safety Building to Onslow County Justice Complex (used for CAD operated by County 911 dispatch to CAD operated by City 911 dispatch) – maintenance of this connection can be eligible for 911 fund

Connection 4:

2 strands of fiber from Onslow County Government Center to Onslow County Justice Complex – this connection is patched through Center for Public Safety Building

Connection 5:

2 strands of fiber from Onslow County Government Center to City Hall – this connection is patched through Center for Public Safety Building (connection used for G10 broadcast signal)

Connection 6:

4 strands of fiber from Onslow County Multipurpose Complex to Onslow County Government Center

If there is a discrepancy between Exhibit A and Exhibit B, Exhibit A shall prevail.

EXHIBIT A - City of Jacksonville Fiber Optic Infrastructure Map

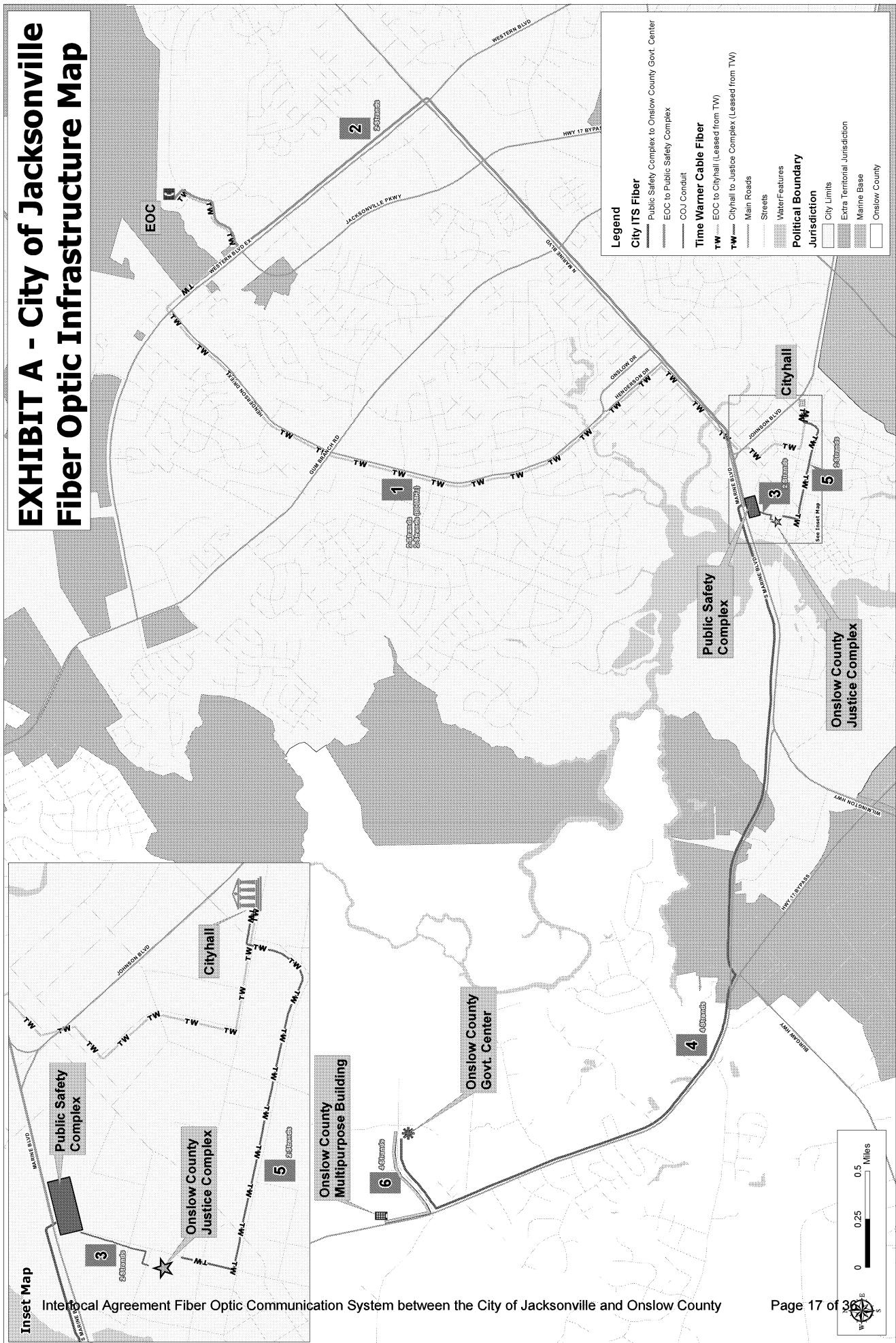
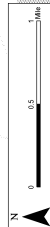


EXHIBIT B
City of Jacksonville Fiber Optic Infrastructure Map

EXHIBIT B



Disclaimer: This Map is intended to use for planning purposes only and cannot be used for any legal boundary determinations. The data on this map is collected from various sources and City of Jacksonville is not liable for any data inaccuracies.

Data Source: City of Jacksonville GIS, Onslow County GIS, NCDOT, Kinley Horn & Associates

This map was last updated on: 3/22/2014 11:54:13 AM

[illegible]

EXHIBIT C
Time Warner Entertainment Agreement

STATE OF NORTH CAROLINA

AGREEMENT

COUNTY OF ONSLOW

THIS AGREEMENT, effective the 20th day of February, 2002 by and between TIME WARNER ENTERTAINMENT - ADVANCE/NEWHOUSE PARTNERSHIP, Wilmington Division (hereinafter sometimes referred to as "TWC") and the CITY OF JACKSONVILLE, NORTH CAROLINA, a North Carolina Municipal Corporation (hereinafter sometimes referred to as "City of Jacksonville");

WITNESSETH:

WHEREAS, the City of Jacksonville wishes to contract with TWC to build and lease to the City of Jacksonville a Wide Area Network (hereinafter sometimes referred to as "WAN"), which is a system of fiber optic cables for the purpose of providing a private optical network, connecting those City facilities listed on Exhibit "A"; and

WHEREAS, TWC is capable of providing for lease to the City of Jacksonville a WAN for the provision of connections to and among those public buildings listed on Exhibit "A" attached hereto, with a minimum of six (6) fibers per site to those locations, outside plant only; and

WHEREAS, it is to the mutual benefit of the parties to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, each to the other, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties, the parties agree as follows:

1. TWC will construct a system of fiber optic cables to and among those buildings listed on Exhibit " A " attached hereto, outside plant only, with a minimum of six (6) fibers per site, to be

leased to the City of Jacksonville for the provision of a private optical network known as a Wide Area Network (WAN).

2. The City of Jacksonville will provide all equipment and fixtures necessary for the utilization of the WAN, including, but not limited to, the purchase, installation, maintenance and repair of any of the transfer or end user equipment that will be required or necessary to utilize the network.

3. Upon completion of the installation of the Wide Area Network by TWC, TWC leases to the City of Jacksonville, and the City of Jacksonville leases from TWC, the cable and fixtures provided by TWC constituting the WAN, together with all attachments and accessories incorporated therein or affixed thereto by TWC.

4. The term of this Lease shall be for a period of fifteen (15) years beginning the first day of the first month following completion of construction of the WAN and notice by TWC to the City of Jacksonville of completion and delivery (the "Commencement Date") and ending fifteen (15) years thereafter, and, thereafter shall continue on a month-to-month basis in accordance with the terms of this Lease.

5. The City of Jacksonville shall pay to TWC, without prior notice or demand, a minimum term rental of FOUR HUNDRED SEVENTY-SEVEN THOUSAND NINE HUNDRED AND NO/100THS (\$477,900.00) DOLLARS for the use of the WAN, payable in monthly installments of TWO THOUSAND SIX HUNDRED FIFTY-FIVE AND NO/100THS (\$2,655.00) DOLLARS in advance during the term of this Lease, or any renewal hereof. The first monthly rental payment shall be due on the first day of the first month following completion of construction of the WAN and notice by TWC to the City of Jacksonville of completion and delivery and all remaining

rental payment shall be made on the same day of each consecutive month thereafter through the fifteen (15) year term of the Lease. All payments pursuant hereto shall be made to Time Warner Cable at 265 Center Street, Jacksonville, North Carolina 28546, or such other person and place as shall be designated by written notice from TWC to the City of Jacksonville. In the event TWC is denied access to and cannot serve any facility listed on Exhibit "A", the rental amount may be adjusted in accordance with Paragraph 8 hereinbelow. In the event new properties are desired to be added by the city of Jacksonville for service by the WAN, not included on Exhibit "A", any such extension shall be subject to agreement of the parties under the circumstances then existing.

6. At any time after the initial term hereunder, either party shall have the right to terminate this Lease upon ninety (90) days prior written notice to the other. Upon such event of termination or other termination or expiration of this Lease, but not later than ten (10) business days from the date of termination or expiration, the City of Jacksonville shall make the WAN facilities available for removal by TWC at all premises.

7. a. The WAN and all other properties placed on any premises by TWC shall be and remain the sole personal property of TWC;

b. None of the WAN or other properties placed on the any premises by TWC shall be deemed to be affixed to or to become a part of any such premises;

c. TWC shall have the sole right to possession of and dominion and control over the WAN, all other property placed on any premises by TWC, including, but not limited to, any equipment, facilities, antennas, pipes, conduits, poles, pedestals, vaults, active or passive devices, converters, cables and wires; and

d. TWC may remove any and all of the WAN and any of the other properties placed on any premises by TWC pursuant to this Agreement within ninety (90) days following the expiration of the term or the termination of this Agreement. If TWC damages any premises when it removes the WAN or any of its other properties from any premises, TWC will repair and restore such damage. If any of the WAN or other property of TWC is not removed from any premises, then TWC will continue to own such property so long as it has a reasonable expectation that it may deliver its services to the premises. If TWC so elects, it may lease any portion of the WAN to the City of Jacksonville, or any other party following expiration of this Agreement, pursuant to such terms and conditions as may be agreed to by such parties. TWC and the City of Jacksonville agree that any use by the City of Jacksonville or any third party of the WAN or any other property of TWC located on any premises, whether with or without the consent of TWC, shall not disturb TWC's continued right to ownership of any such property.

8. The City of Jacksonville hereby gives, grants, bargains, sells and conveys to TWC an irrevocable easement in, on, over, under and through all premises to be served by the WAN, and the real property on which the premises are situated, for the purposes of construction, installation, maintenance, operation, repair, replacement, upgrading, expansion and removal of the System, together with the rights of ingress and egress thereto. The City of Jacksonville shall provide, and shall cause others to provide, access to the premises so that TWC may install the WAN in the premises or maintain, expand, upgrade or remove the WAN at such reasonable times as TWC shall determine. TWC shall have the right to keep the WAN free from all trees, bushes, structures and other obstructions that might endanger or hamper operation of the WAN. The City of Jacksonville acknowledges and agrees that the easement and the other rights, titles and interests granted to TWC

by the City of Jacksonville under this Agreement constitute interests in real property and that such other rights, titles and interests are irrevocably coupled with said interests in real property granted to TWC.

The City of Jacksonville warrants that TWC shall have access to all facilities listed on Exhibit "A" sufficient to install, service, maintain and remove the system consistent with TWC's rights and responsibilities provided herein. In the event TWC is not permitted sufficient access to any such premises in order to provide the services envisioned herein, TWC is thereby relieved of maintaining that connection to the WAN and the rental amount will be adjusted on a pro rata basis in the event and to the extent TWC realizes a actual savings in the cost and expense of that connection; otherwise, the rental amount shall not be adjusted.

9. The City of Jacksonville agrees to provide all necessary personnel and equipment to make use of the WAN, including, but not limited to, the acquisition, installation, maintenance and repair of all equipment and fixtures necessary to make the City of Jacksonville's desired use of the WAN; the City of Jacksonville shall use the WAN in a careful and proper manner and comply with all laws, ordinances and regulations relating to the use and operation of the WAN.

10.. The City of Jacksonville agrees that it is its responsibility to maintain and repair its equipment and fixtures installed by it for utilization of the WAN.

11. TWC will maintain the fiber optic cables making up the WAN and will be responsible for repair of any damage to the WAN caused by TWC, its agents, servants or employees, all at its expense.

12. In the event the fiber cable owned by TWC constituting the WAN is damaged by the City of Jacksonville, its agents, servants or employees and needs repair, TWC will effect such repairs

promptly upon notice and the City of Jacksonville will pay TWC for its time, materials and overhead in repairing any such damage.

13. In the event the fiber cable owned by TWC constituting the WAN is damaged by anyone other than TWC, its agents, servants or employees, or the City of Jacksonville, its agents, servants or employees, and needs repair, TWC will effect such repairs promptly upon notice and the City of Jacksonville will cooperate with TWC in seeking recovery from any third party causing the damage.

14. In the event any party's performance of any of the terms, conditions, obligations or requirements of this Agreement is prevented or impaired due to any cause beyond its reasonable control or not reasonably foreseeable, notwithstanding the parties' best efforts, such inability to perform shall be deemed to be excused and no damages shall be recoverable, nor remedies available, as a result thereof. Such causes beyond the parties' reasonable control or not reasonably foreseeable shall include, but shall not be limited to, acts of God, civil emergencies and labor unrest or strikes, untimely delivery of equipment, inability of the party to obtain access to property easements or rights-of-way, inability of the party to obtain and maintain access and use of property easements for fiber cable purposes, and inability of a party to secure all necessary permits to utilize poles and conduits so long as the party utilizes due diligence to obtain said permits in a timely fashion.

15. a. As a condition of this Agreement, TWC shall release, indemnify, keep and save harmless the City of Jacksonville, their agents, servants and employees, from any and all responsibility or liability for any and all damage or injury of any kind or nature whatsoever (including death resulting therefrom) to all persons, whether agents, officials or employees of the City of Jacksonville or third persons, and to all property proximately caused by, incident to, resulting

from, arising out of, or occurring in connection with, directly or indirectly, the performance of its obligations pursuant to this Agreement (or by any persons acting for TWC or for whom it is alleged to be in any way responsible), whether such claim may be based in whole or in part upon contract, tort (including alleged active or passive negligence or participation in the wrong), or upon any alleged breach of any duty or obligation on the part of TWC, its agents, officials and employees or otherwise; and

b. As a condition of this Agreement, the City of Jacksonville shall release, indemnify, keep and save harmless TWC, its agents, servants and employees, from any and all responsibility or liability for any and all damage or injury of any kind or nature whatsoever (including death resulting therefrom) to all persons, whether agents, officials or employees of TWC or third persons, and to all property proximately caused by, incident to, resulting from, arising out of, or occurring in connection with, directly or indirectly, the performance of their obligations pursuant to this Agreement (or by any persons acting for the City of Jacksonville or for whom it is alleged to be in any way responsible), whether such claim may be based in whole or in part upon contract, tort (including alleged active or passive negligence or participation in the wrong), or upon any alleged breach of any duty or obligation on the part of the City of Jacksonville, its agents, officials and employees or otherwise.

16. a. Within thirty (30) calendar days following the effective date of this Agreement, each party shall provide proof of insurance which it shall maintain throughout the term of this Agreement, as follows:

1. Worker's compensation coverage for all employees with statutory limits in compliance with applicable state and federal laws. The policy shall include employers' liability with a limit of ONE MILLION (\$1,000,000.00) DOLLARS for each accident;

2. Comprehensive general liability with a minimum limit of TWO MILLION (\$2,000,000.00) DOLLARS per occurrence combined single limit for bodily injury liability and property damage liability. This shall include premises and/or operations, independent contractors, and subcontractors and/or completed operations, broad form property damage, XCU coverage, and a contractual liability endorsement; and,

3. Business auto policy shall have minimum limits of TWO MILLION (\$2,000,000.00) DOLLARS per occurrence combined single limit for bodily injury liability and property damage liability. This shall include owned vehicles, hired and non-owned vehicles.

4. An umbrella policy which shall have minimum limits of FIVE MILLION (\$5,000,000.00) DOLLARS per occurrence which will bring any lower limits up to the required coverage of TWC.

b. The insurance coverage necessary to comply with this Section shall be approved by the other party, (such approval not to be unreasonably withheld) and copies of such insurance policies (or certificates of insurance) shall be filed with the other party.

17. Any notices pursuant to this Agreement shall be validly given or served if in writing and delivered personally or sent by certified mail, return receipt requested, postage prepaid, to the following address(es):

If to TWC: Time Warner Cable
ATTENTION: Mr. William J. Greene
2206 Wrightsville Avenue
Post Office Box 566
Wilmington, North Carolina 28402

If to the City of Jacksonville: City of Jacksonville
ATTENTION: Mr. Earl Bunting
211 Johnson Boulevard
Jacksonville, North Carolina 28540

Either party may designate a different place or places of notice by delivering written notice thereof to the other party in accordance with this Section.

18. Any of the following events shall constitute a default:

a. The nonpayment by the City of Jacksonville for a period of thirty (30) days after written notice thereof of any sum required to be paid to TWC under this Lease. In the event of a default in the payment of any rental payment provided herein, the entire Lease amount remaining for the term of the Lease shall immediately become due and payable;

b. The nonperformance by either party of any term, covenant, or condition of this Lease which is not satisfactorily and fully cured within thirty (30) days after written notice thereof from the other party provided that, if such default is of such a nature that it is capable of being cured by affirmative act, but is not capable of being cured within such thirty (30) day period, then such additional time as may reasonably be necessary provided defaulting party has commenced curing such default within such thirty (30) day period and diligently prosecutes the same to completion;

c. Any affirmative act of insolvency by either party, including the filing of any petition under any bankruptcy, reorganization or insolvency law, or under any law for the relief of, or relating to, debtors; and

d. The appointment of any receiver or trustee to take possession of any property of either party.

19. The parties in the execution of this contract do not create nor provide any warranty to the other, and neither party shall be liable to the other party for any special, incidental or consequential damages, whether foreseeable or not, arising out of, or in connection with, such party's performance or failure to perform its obligations or breach of its respective representations under this agreement.

20. This Lease, and any amendment hereto or modification hereof, and any waiver of any condition or provision contained herein, shall not be valid unless in writing and signed by an authorized officer of either party. No failure on the part of either party to exercise, or delay in exercising, any right, power, privilege or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, privilege or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy. No waiver of any event of default hereunder shall constitute a waiver of any other event of default hereunder, or a waiver of any right, power, privilege or remedy of either party hereunder. The invalidity of any portion of this Lease shall not have any effect on the balance hereof. This Lease and the rights and obligations of TWC and the City of Jacksonville hereunder shall be construed in accordance with the laws of the State of North Carolina. This Lease shall be binding upon and inure to the benefit of the respective parties hereto, and upon and to their successors and assigns. This Lease supercedes and cancels all prior negotiations and agreements between the parties relating to the subject matter hereof. The singular shall include the plural and the masculine, feminine or neuter

includes the other. Time is of the essence with respect to the performance of any obligation under this Lease. This Lease is intended to take effect as a sealed instrument.

21. Each party represents and warrants that its installation or use of the WAN shall comply with all government, local, and regulatory telecommunication codes, laws, ordinances, rules, and regulations applicable to said uses and each shall obtain and maintain all required licenses, permits, authorizations, and approvals in accordance with all applicable local, state and federal codes, laws, ordinances, rules and regulations.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by duly authorized representatives of each party at the date indicated by the signature of that party.

TIME WARNER ENTERTAINMENT- ADVANCE/NEWHOUSE
PARTNERSHIP

2-12-02 BY: [Signature] (SEAL)
DATE WILLIAM J. GREENE, President, Wilmington Division

CITY OF JACKSONVILLE

2-11-02 BY: [Signature] (SEAL)
DATE CITY MANAGER

ATTEST:

[Signature]
TOWN CLERK



11 of 13

EXHIBIT "A"

CITY OF JACKSONVILLE OPTICAL NETWORK

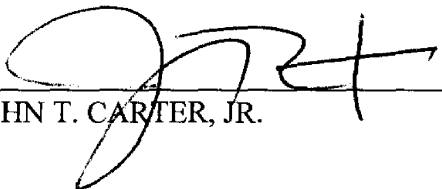
	<u>Building</u>	<u>Address</u>
1	Kerr Street Recreation Center	36 Kerr Street
2	Sanitation	4 S. Court Street
3	City Garage	6 S. Court Street
4	Public Works/Bldgs & Grounds	8 S. Court Street
5	Metering	8 S. Court Street
6	Police Fire Station #1	206 Marine Blvd.
7	City Hall	211 Johnson Blvd.
8	Jack Amyette Recreation Center	1825 South Drive
9	Fire Station #2	820 Barn Street
10	Northwoods Recreation Center	621 Henderson Drive
11	Fire Station #4	100 Fire House Drive
12	Lines Maintenance (Old Water Plant)	37 W. Railroad
13	Onslow County ITS Department	Court Street
14	Proposed Public Services	S. Marine Blvd.
15	Plaza Manor	Plaza Manor

NOTE: List of properties to include the "NEW PUBLIC SERVICE FACILITY" located off of South Marine Blvd. subject to the City of Jacksonville bearing the cost of labor, materials and overhead for extension of approximately 1000 feet of cable to connect with the other properties included within the WAN.

CERTIFICATE OF CITY'S ATTORNEY

I, the undersigned JOHN T. CARTER, JR., the duly authorized and acting legal representative of THE CITY OF JACKSONVILLE, NORTH CAROLINA, do hereby certify as follows:

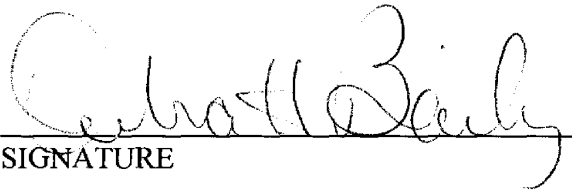
I have examined the attached contract for the TIME WARNER ENTERTAINMENT manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the properties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legal binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.



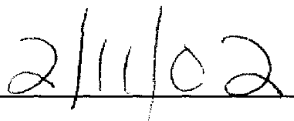
JOHN T. CARTER, JR.

APPROVAL BY CITY FINANCE OFFICER

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.



SIGNATURE



DATE

0424505 4921800

\$31,860 annually.

We don't start paying until fiber is operational.

EXHIBIT D
Cost for Use of City System

1. Onslow County - \$1,500.00 per month
2. 800 MHz Radio System - \$600.00 per month

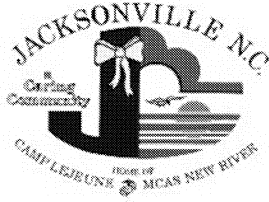
EXHIBIT E

County Fiber Optic Cable Install Route for Northwest Corridor Blvd/Hwy 258

1. City is responsible for bringing the City System to Pole #JFH88.
2. City is responsible for obtaining any permits or connection approvals for Pole #JFH88.
3. City responsible for attaching and making the splice for fiber optic cable at Pole #JFH88

EXHIBIT E- Fiber Install at County Government Center Intersection





Request for City Council Action

Agenda Item:	10
Date:	2/3/2015

Subject: Reconvene Public Hearing (*Legislative*) – Map Amendment – Rezoning from RSF-7 to Conditional CC – 202 & 204 Sunset Road

Department: Planning & Permitting, Development Services

Presented by: Abigail Barman, Senior Planner

Presentation: Yes

Issue Statement

John L. Pierce & Associates on behalf of CDW Holdings, LLC submitted a rezoning request for 202 and 204 Sunset Road. On 12/2/2014 and 1/6/2015 Council recessed the public hearing and deferred action to allow staff to work with the applicant and the residents. As a result, the applicant and residents have met to discuss mitigation strategies. The applicant has further revised the application requesting the two parcels currently zoned Residential Single Family 7 (RSF-7) be rezoned Conditional Corridor Commercial (CC-C) with the conditions outlined in attachment J.

Financial Impact

None

Action Needed

Reconvene the Public Hearing

Consideration of the Proposed Rezoning

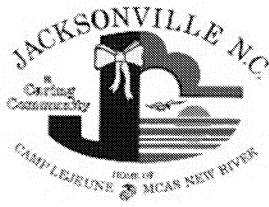
Recommendation

Staff and Planning Board recommend City Council approve the rezoning request based on Findings of Facts A, C and D being found in the affirmative to include the conditions identified in Attachment B/J, direct Staff to update the CAMA Plan which will make the rezoning consistent and Finding of Fact B affirmative and find that the rezoning advances the public interest by creating more development opportunities.

Approved: ☒ City Manager ☐ City Attorney

Attachments:

- A Rezoning Worksheet
- B Proposed Ordinance
- C Draft Planning Board Minutes November 10, 2014
- D Portion of Article 3 of the UDO – RSF-7 District
- E Portion of Article 3 of the UDO – CC District
- F UDO use table
- G Existing Zoning Map
- H Existing CAMA Future Land Use Map
- I Proposed Zoning Map
- J Rezoning Conditions



Staff Report

Agenda Item:	10
-----------------	-----------

Public Hearing – (Legislative) Map Amendment – Rezoning from RSF-7 to Conditional CC – 202 & 204 Sunset Road

Introduction

John L. Pierce & associates on behalf of CDW Holdings, LLC submitted a rezoning request for 202 and 204 Sunset Road. The applicant is requesting the two parcels currently zoned Residential Single Family 7 (RSF-7) be rezoned Conditional Corridor Commercial (CC-C). If approved, the rezoning would allow the parcels which are contiguous to parcels zoned CC to be used more broadly. Additionally it would make the existing single family homes nonconforming.

During the December 2nd City Council meeting, questions about access, parcel recombination and use were raised. As a result, the applicant has changed their rezoning request to the more strict Conditional Corridor Commercial Zoning District (CC-C).

During the January 6th City Council meeting, further questions were raised. The residents were not satisfied with the conditions proposed with the Conditional Corridor Commercial Zoning District (CC-C). A meeting between the applicant and residents was held on January 20th to discuss mitigation strategies and find a compromise between the applicant and residents. The proposed conditions include increased landscaping and buffering, limitation on lighting and driveway access, interior traffic connections, and recombination of parcels (see Attachment J).

Procedural History

- On September 12, 2014 John L. Pierce & associates on behalf of CDW Holdings, LLC has submitted a rezoning request
- On October 13, 2014 the Planning Advisory Board deferred the rezoning request.
- On November 10, 2014 the Planning Advisory Board recommended approval of the rezoning request as presented to rezone from RSF-7 to CC.
- On December 2, 2014 City Council deferred the public hearing to further consider the rezoning request.
- On January 6, 2015 the applicant changed their rezoning request to the more strict Conditional Corridor Commercial Zoning District (CC-C). City Council deferred the public hearing to further consider the rezoning request.

- On January 20, 2015 the applicant and residents met to discuss potential conditions for the CC-C.
- On February 3, 2015 City Council will reopen the public hearing and consider the rezoning request, which has been amended to a Conditional Corridor Commercial (CC-C) request.

Stakeholders

- John L. Pierce & associates – Applicant
- CDW Holdings, LLC – Property owners
- Surrounding property owners – In accordance with General Statutes, property owners within 100 feet of the area proposed for rezoning will be notified via first class mail.

Transportation Assessment

Section 113 Transportation Impact Analysis (TIA) of the Jacksonville Zoning Ordinance identifies the type of applications that necessitate an assessment, which includes a rezoning. As a usual practice, staff did not recommend that a TIA be prepared and proposed to defer any possible TIA to an actual development proposal if/when one is submitted.

Zoning Assessment

The parcels proposed for rezoning are located at 202 and 204 Sunset Road. The property is bordered on the North and to the West by property that is zoned Residential Single Family 7 (RSF-7). The parcels are adjacent to the South and East by property zoned Corridor Commercial (CC).

Merits of Rezoning

In determining the merits of the rezoning request the City Council should consider the following: 1) is the proposal consistent with an adopted land use plan, 2) does the rezoning advance the public interest, and 3) is the rezoning reasonable.

The following Findings of Fact must be applied to the proposal in determining the reasonableness of the rezoning:

- A.** *The size of the tract - The larger the area proposed for rezoning the more likely it is to be reasonable. An individual lot that is within a large zoning district is more suspect than creating a new zoning district involving multiple parcels and owners.*

The parcels proposed for rezoning total 1.01 acres. The proposed rezoning is located in an area with varying lot sizes; lot sizes range from .5 acres to over 4 acres.

Evaluation:

The area proposed for rezoning would change from a residential zoning to a commercial designation. Staff believes the rezoning request is reasonable given that it is consistent with the size of the surrounding parcels.

- B.** *Compatibility with an existing comprehensive plan- An action that is inconsistent with the plan may indicate special treatment that is contrary to the public interest.*

The CAMA Future Land Use Map identifies the subject parcels as Low Density Residential (LDR). The properties to the North and West are designated as LDR as well. To the South and East the properties are Regional Commercial (RC)

Evaluation:

The CAMA states Low Density Residential is primarily single-family detached residential development with home occupations, schools, churches and other non-profit organizations. The CAMA states, Regional Commercial is intended for services, large-scale retail and wholesaling activities that serve the entire community and the region. RC areas should have access to a major thoroughfare. Staff believes the rezoning request is reasonable given the proximity to the RC future land use designation and recommends updating the CAMA Map.

- C.** *The impact of the zoning decision on the landowner, the immediate neighbors, and the surrounding community – An action that is of great benefit to the owner and only a mild inconvenience for the neighbors may be reasonable, while a zoning decision that significantly harms the neighbors while only modestly benefiting the owner would be unreasonable.*

Rezoning the subject property to Conditional Use CC will allow uses that are currently not allowed within the RSF-7 zoning. The property is bordered on the North and to the West by property that is zoned Residential Single Family 7 (RSF-7). The parcels are adjacent to the South and East by property zoned Corridor Commercial (CC).

Evaluation:

Staff believes that due to the existing surrounding commercial zoning, the requested CC district is suitable.

- D.** *The relationship between the newly allowed uses and the previously allowed uses- The greater the difference in allowed use, the more likely the rezoning will be found unreasonable.*

Portions of Article 3 (RSF-7) & (CC) of the Zoning Ordinance can be found in Attachments D & E.

Evaluation:

The CC zoning district allows for commercial activity, which are more intense than those permitted within the RSF-7 zone. If the subject parcel were to be rezoned, the more intense uses would be permitted by right instead of prohibited.

Public Hearing Notification

In accordance with the North Carolina General Statutes, all property owners within 100 feet of the subject parcels were notified of the proposed rezoning. In addition, Public Hearing Notifications were posted on the property and advertised in the Jacksonville Daily News

Options

Approve the Rezoning requested most recently by the Applicant with Conditions
(RECOMMENDED).

Proposed Conditions:

- (1) Northern boundary bufferyard will be UDO standards or above to include;
 - a. An "instant evergreen wall" alternative design buffer consisting of the following species for every 35 linear feet:
 - a. 5 Spartan Juniper 8 feet in height at planting
 - b. 12 Carolina Sentinel Holly 5 feet in height at planting
 - c. 6 Pinkie Indian Hawthorne 3 gallon in size at planting
 - b. Landscaping will be placed on the property boundary side of the 6 foot tall opaque wooden fence
- (2) Sunset road Street Lawn
 - a. Street width will be 7 feet above/beyond UDO requirements
 - b. Will install a 6 foot tall opaque wooden fence
 - c. Will install an "instant evergreen wall" alternative design landscaped buffer
 - d. consisting of the following species for every 35 linear feet:
 - a. 5 Spartan Juniper 8 feet in height at planting
 - b. 12 Carolina Sentinel Holly 5 feet in height at planting
 - c. 6 Pinkie Indian Hawthorne 3 gallon in size at planting
 - e. Landscaping will be placed on the street side of the 6' opaque fence
- (3) Buffers will be installed within 30 days of commencement of parking lot.
- (4) Interconnection (driveway) with CDW Holdings, LLC property at the corner of US Highway 17 and Sunset Road will be provided.
- (5) Existing vegetation will not be removed along existing street frontage.
- (6) Site lighting-light poles will have a 12 foot height maximum and shall comply with dark sky standards.
- (7) Subject property (lots 1 & 2) will be recombined
- (8) Existing driveways will be removed and no driveway access will be permitted along Sunset Drive
- (9) Site use shall be restricted to an automobile parking lot only. Vehicles shall not be displayed on any form of elevation (ramps, monster trucks, etc.). No structure shall be permitted, including but not limited to storage containers, dumpsters, propane tanks etc.
- (10) Finished site elevation shall not be substantially above the grade of Sunset Road
- (11) Stormwater runoff and drainage of the site shall be treated to not impact surrounding neighborhood.

- (12) Existing chain link fence along the Northwest property lines of the adjacent CDW Holdings, LLC property will be replaced with 6 foot tall opaque wooden fence.
- (13) All lighting on the CDW Holdings, LLC properties will be shielded to insure minimum impact on neighbors and shall not exceed 0.5 foot candles at property line.
- (14) All existing lights will be shielded from Lot 3 and will have a minimum impact and will not exceed 0.5 foot candles at property line.

- Pros: Approval of the rezoning request will allow more opportunities to develop the property as desired by the owners, while minimizing impact to neighbors based on proposed conditions. Applicant has proposed conditions in an attempt to mitigate concerns raised by the residents of the area.
- Cons: Approval of the rezoning request will allow a greater intensity of uses by right.

Deny the Rezoning Request.

- Pros: Denial of the rezoning request could prevent more intense land uses from occurring. Denial also protects the character of the neighborhood, does not promote commercial intrusion, and maintains harmony among residents.
- Cons: Denial of the rezoning request limits the owner's development potential.

Defer Consideration of the Rezoning Request – Provide staff with direction on the specific information the City Council would like to receive.

- Pros: Would allow the property owner, staff and/or adjacent property owners to try and work out any concerns raised, if any.
- Cons: None

*If denied, a new application cannot be resubmitted within one year unless approval is granted under the procedures set forth in Article 2.2 Common Review Procedures Subsection U. Waiver of Time Limit of the City of Jacksonville Unified Development Ordinance.

WORKSHEET FOR REZONING REQUESTS

Applicant: CDW Holdings, LLC

Property Location: 202 and 204 Sunset Road

Tax Map and Parcel ID: 345G-36 and 345G-35

Existing zoning designation: Residential Single Family 7 (RSF-7)

Proposed zoning designation: Conditional Corridor Commercial (CC-C)

Proposed Conditions: See Attachments B & J

REASONABLENESS FINDINGS OF FACT:

A. Size of the tract- The overall size of the tract of land proposed for rezoning is reasonable when compared to the size of the zoning district in which the subject property is located.	Yes	No
B. Compatibility with a comprehensive plan- The proposed rezoning is consistent with any comprehensive plan, small area plan or elements thereof.	Yes	No
C. Impact- The impact to the adjacent property owners and the surrounding community is reasonable, and the benefits of the rezoning outweigh any potential inconvenience or harm to the community.	Yes	No
D. Comparison of uses- The allowed uses within the proposed zoning district are similar or comparable to uses permitted as currently zoned.	Yes	No

GRANTING THE REZONING REQUEST

Motion to grant the rezoning upon finding that the rezoning is reasonable considering one or more of the above findings of fact A-D being found in the affirmative and that the rezoning advances the public interest.

DENYING THE REZONING REQUEST

Motion to deny the rezoning upon finding that the proposed rezoning does not advance the public interest and is unreasonable due to the following:

- ☐ A. The size of the tract
- ☐ B. Incompatibility with the comprehensive plan
- ☐ C. Impact to surrounding community and immediate neighbors
- ☐ D. Proposed uses are dissimilar to those currently permitted

Attachment

A

ORDINANCE (2015-)

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP

BE IT ORDAINED by the City Council of the City of Jacksonville, North Carolina, that the Official Zoning Map for the City of Jacksonville and its Extraterritorial Jurisdiction, an element of the City of Jacksonville Zoning Ordinance, is hereby amended to reflect the rezoning of the subject parcel to Conditional Use Corridor Commercial (CC-C) as shown on the below map (345G-36 and 345G-35) with the conditions listed below:



- (1) Northern boundary bufferyard will be UDO standards or above to include;
 - c. An “instant evergreen wall” alternative design buffer consisting of the following species for every 35 liner feet:
 - a. 5 Spartan Juniper 8 feet in height at planting
 - b. 12 Carolina Sentinel Holly 5 feet in height at planting
 - c. 6 Pinkie Indian Hawthorne 3 gallon in size at planting
 - d. Landscaping will be placed on the property boundary side of the 6 foot tall opaque wooden fence
- (2) Sunset road Street Lawn
 - f. Street width will be 7 feet above/beyond UDO requirements
 - g. Will install a 6 foot tall opaque wooden fence
 - h. Will install an “instant evergreen wall” alternative design landscaped buffer
 - i. consisting of the following species for every 35 liner feet:

Attachment

B

- a. 5 Spartan Juniper 8 feet in height at planting
 - b. 12 Carolina Sentinel Holly 5 feet in height at planting
 - c. 6 Pinkie Indian Hawthorne 3 gallon in size at planting
- j. Landscaping will be placed on the street side of the 6' opaque fence
- (3) Buffers will be installed within 30 days of commencement of parking lot.
- (4) Interconnection (driveway) with CDW Holdings, LLC property at the corner of US Highway 17 and Sunset Road will be provided.
- (5) Existing vegetation will not be removed along existing street frontage.
- (6) Site lighting-light poles will have a 12 foot height maximum and shall comply with dark sky standards.
- (7) Subject property (lots 1 & 2) will be recombined
- (8) Existing driveways will be removed and no driveway access will be permitted along Sunset Drive
- (9) Site use shall be restricted to an automobile parking lot only. Vehicles shall not be displayed on any form of elevation (ramps, monster trucks, etc.). No structure shall be permitted, including but not limited to storage containers, dumpsters, propane tanks etc.
- (10) Finished site elevation shall not be substantially above the grade of Sunset Road
- (11) Stormwater runoff and drainage of the site shall be treated to not impact surrounding neighborhood.
- (12) Existing chain link fence along the Northwest property lines of the adjacent CDW Holdings, LLC property will be replaced with 6 foot tall opaque wooden fence.
- (13) All lighting on the CDW Holdings, LLC properties will be shielded to insure minimum impact on neighbors and shall not exceed 0.5 foot candles at property line.
- (14) All existing lights will be shielded from Lot 3 and will have a minimum impact and will not exceed 0.5 foot candles at property line.

This ordinance shall be in full force and effective upon its adoption. Adopted by the Jacksonville City Council in regular session on this 3th day of February, 2015.

Sammy Phillips, Mayor

ATTEST:

Carmen K. Miracle, City Clerk



Draft Planning Board Minutes – November 10, 2014

Agenda Item:	10
-----------------	-----------

Public Hearing (*Legislative*) Map Amendment – Rezoning from RSF-7 to CC – 202 & 204 Sunset Road

John L. Pierce & associates on behalf of CDW Holdings, LLC submitted a rezoning request for 202 and 204 Sunset Road. The applicant is requesting the two parcels currently zoned Residential Single Family 7 (RSF-7) be rezoned Corridor Commercial (CC). If approved would allow the parcel to be used more broadly and be contiguous to parcels zoned CC. During the October 13th Planning Advisory Board meeting questions about access, recombination and use were raised. The item was deferred for further discussion, minutes are presented in packets.

Section 113 Transportation Impact Analysis (TIA) of the Jacksonville Zoning Ordinance identifies the type of applications that necessitate an assessment, which includes a rezoning. In typical fashion, staff did not recommend that a TIA be prepared and would defer any possible TIA to an actual development proposal if/when one is submitted.

The parcel proposed for rezoning is located at 202 and 204 Sunset Road. The property is bordered on the North and to the West by property that is zoned Residential Single Family 7 (RSF-7). The parcels are adjacent to the South and East by property zoned Corridor Commercial (CC).

Staff recommends motion to approve the rezoning request based on Findings of Facts A, C, and D being found in the affirmative. Finding of Fact B will make the rezoning consistent if staff is directed to update the CAMA. The rezoning advances the public interest by creating more development opportunities.

John Pierce came up to answer the questions posed by the board at last month's meeting. The questions were; will the properties be combined, what will the use of the two parcels be and where are the proposed access points. Mr. Pierce stated that the use will be to make an employee parking area. The parcels will be combined. Currently, there are two driveways and the plan is to have one.


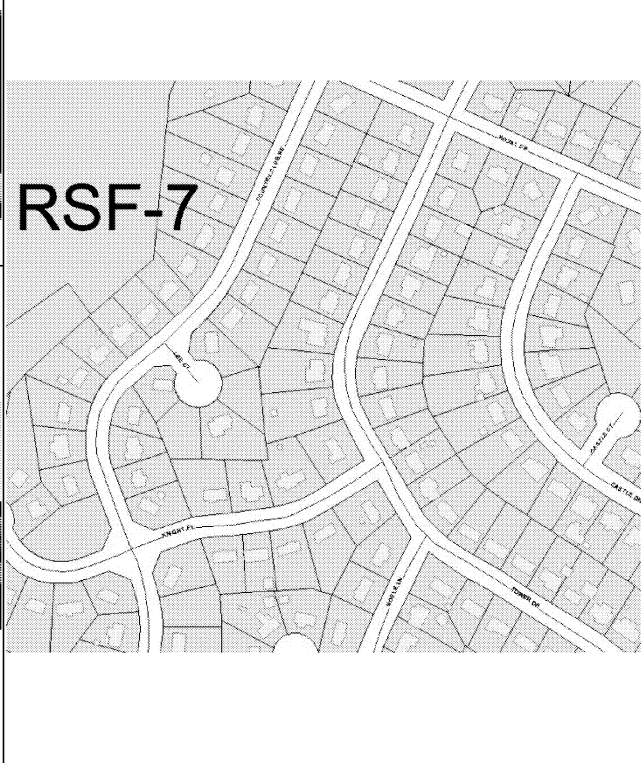
Theresa VanderVere moved to approve the rezoning request based on Findings of Facts A, C, and D being found in the affirmative and Finding of Fact B will make the rezoning consistent if staff is directed to update the CAMA. Suzanne Nelson seconded the motion.

Attachment

C

The motion to approve the rezoning request based on Findings of Facts A, C, and D being found in the affirmative and Finding of Fact B will make the rezoning consistent if staff is directed to update the CAMA was unanimously approved by the Board Members present.

E. Residential Single-Family 7 (RSF-7) District

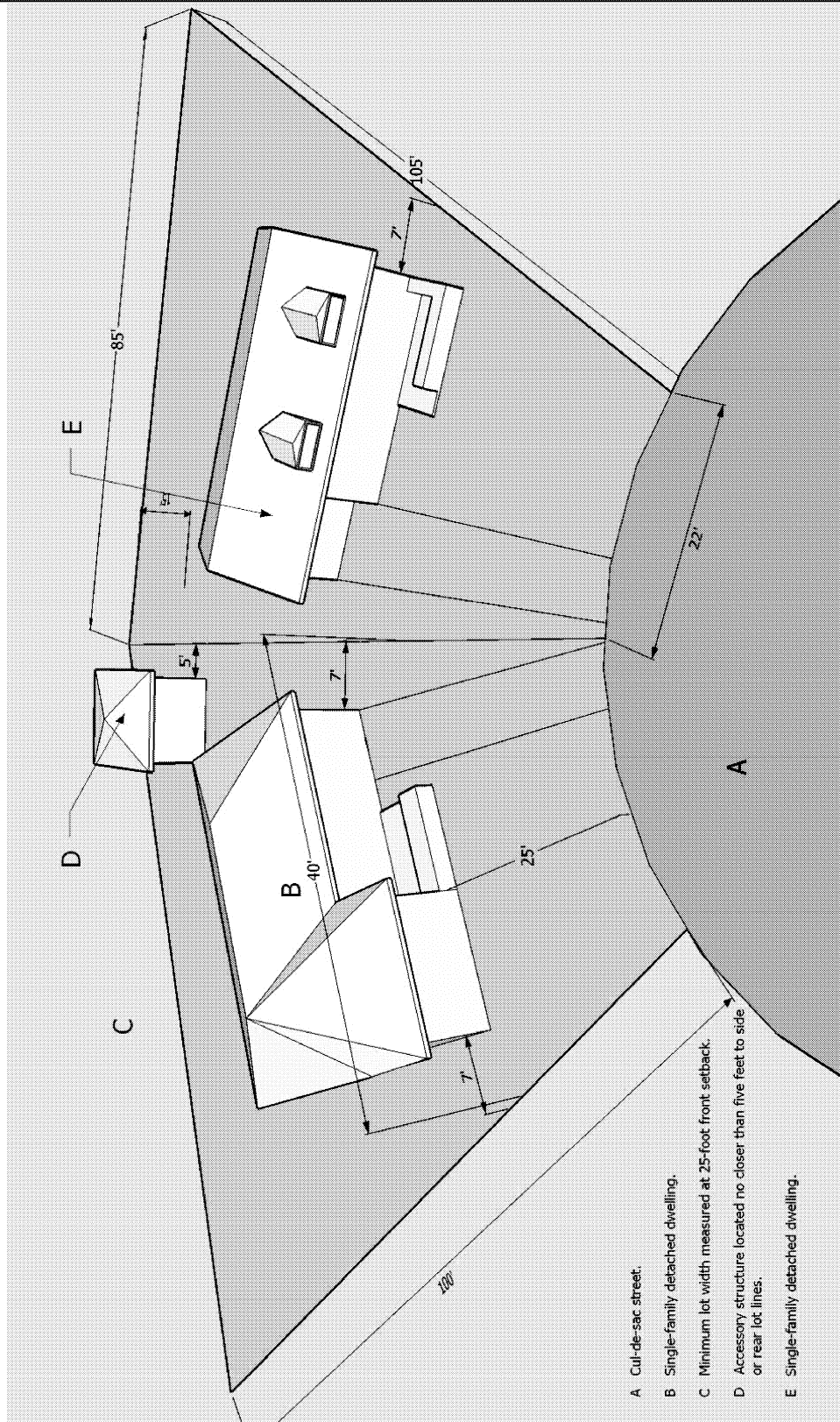
<h1>RSF-7</h1> <h2>Residential Single-Family 7</h2>	Dimensional Standards	
Purpose	Number of Dwelling Units per Single-Family Lot, max.	Single-family: 1 principal
<p>The RSF-7 district is established to accommodate primarily single-family detached residential development at medium densities on lots of 7,000 square feet. District regulations are intended to discourage any use that substantially interferes with the development of single-family dwellings or that is detrimental to the quiet residential nature of the district. The district accommodates complementary uses usually found in residential zoning districts such as parks, open space, schools, and minor utilities. Major utilities and religious institutions, are allowed subject to a Special Use Permit (see Section 2.3.D).</p>	Lot Size, min. (square feet)	7,000
	Net Density, max. (units/acre)	6.22
	Lot Coverage, max. (% of lot area)	60
	Lot Width, min. (feet)	40
	Front Setback from ROW, min. (feet)	25
	Corner Side Setback, min. (feet)	15
	Side Setback, min. (feet)	7
	Rear Setback, min. (feet)	15
RSF-7 Typical Building Form	Accessory Use Setback, min. (feet)	5 (prohibited in front or corner side setbacks)
	Height, max. (feet)	35
RSF-7 Typical Building Form		RSF-7 Typical Lot Pattern
		

Article 3: Zoning districts

SECTION 3.5: Residential Base Zoning Districts

Subsection E: Residential Single-Family 7 (RSF-7) District

RSF-7 Typical Lot Configuration






Article 3: Zoning districts**SECTION 3.6: Nonresidential and Mixed Use Zoning Districts****Subsection F: Corridor Commercial (CC) District****F. Corridor Commercial (CC) District**

CC Corridor Commercial	Dimensional Standards	
	Lot Size, min. (square feet) [1]	N/A
	Net Density, max. (units/acre)	N/A
	Lot Coverage, max. (% of lot area)	N/A
Purpose	Lot Width, min. (feet)	25
<p>The CC district is established and intended to accommodate a diverse range of medium- to high-intensity retail, service, and office uses that provide goods and services serving the residents and businesses in the community at large—e.g., shopping centers, convenience stores, retail sales establishments, and heavier commercial uses. The district is typically located along major arterials, at the intersection of arterials, and along growth corridors. Higher-density residential uses are encouraged on the upper floors of nonresidential establishments, and as live/work units, but stand-alone residential development is prohibited. Uses allowed in the district are subject to various design standards intended to ensure development is compatible with residential surrounding uses.</p>	Front Setback, min. (feet)	35 feet/may be reduced to 10 feet with Type II or III site plan approval;
	Corner Side Setback, min. (feet)	
	Rear Setback, min. (feet)	As required per landscaping
	Side Setback, min. (feet)	As required per landscaping
	Accessory Use Setback, min. (feet)	5 feet/or as required per landscaping(prohibited in front or corner side setbacks)
	Spacing Between Buildings, min. (feet)	10 feet/or as required per landscaping unless the buildings are attached by a party wall
Height, max. (feet)		75
[1] Residential uses are not subject to a minimum lot size, but are required to provide common open space (see Section 5.3 Open Space Set-Aside).		

Attachment

E

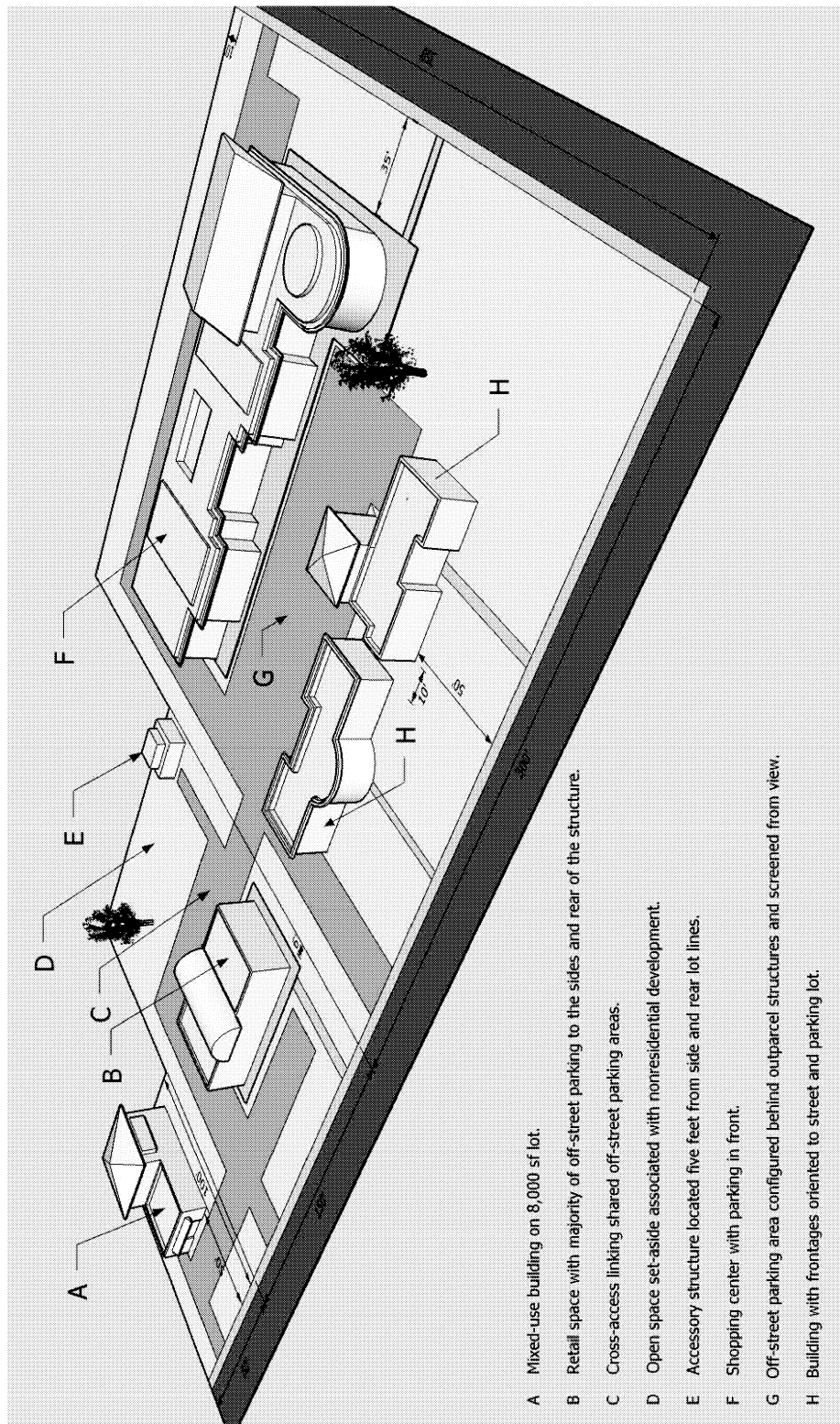
CC Typical Building Form	CC Typical Lot Pattern
	
	

Article 3: Zoning districts

SECTION 3.6: Nonresidential and Mixed Use Zoning Districts

Subsection F: Corridor Commercial (CC) District

CC Typical Lot Configuration



A Mixed-use building on 8,000 sf lot.

B Retail space with majority of off-street parking to the sides and rear of the structure.

C Cross-access linking shared off-street parking areas.

D Open space set-aside associated with nonresidential development.

E Accessory structure located five feet from side and rear lot lines.

F Shopping center with parking in front.

G Off-street parking area configured behind outparcel structures and screened from view.

H Building with frontages oriented to street and parking lot.

ARTICLE 4: USE STANDARDS

SECTION 4.1: Use Table

Subsection B: Use Table

B. Use Table

Table 4.1.1: Use Table

P = Permitted Use

S = Special Use

MP = Allowed Subject to a PD Master Plan

NA = Prohibited

Use Category	Use Type	Residential							Nonresidential/ Mixed-Use						Planned Development			Additional Standards 4.2.
		RSF-40	RSF-20	RSF-10	RSF-7	RSF-5	RMF-LD	RMF-HD	OI	NC	DTR	DTB	CC	IND	PD-R	PD-M	PD-T	
AGRICULTURAL USES																		
Agriculture	Livestock	S	S	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	
	Plant nursery	P	P	NA	NA	NA	NA	NA	NA	NA	P	NA	P	P	NA	MP	MP	
Agricultural Support and Services	Horse stable	P	P	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	MP	NA	MP	A.1
RESIDENTIAL USES																		
Household Living	Dwelling, duplex	NA	NA	NA	NA	NA	P	P	NA	NA	S	P	NA	NA	MP	MP	MP	B.1.a
	Dwelling, live/work	NA	NA	NA	NA	NA	NA	P	P	P	P	P	P	S	MP	MP	MP	B.1.b
	Dwelling, mansion apartment	NA	NA	NA	NA	S	S	S	S	S	S	S	NA	NA	MP	MP	MP	B.1.c
	Dwelling, mobile home	P	P	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	B.1.d
	Dwelling, modular	P	P	P	P	P	P	P	NA	NA	NA	NA	NA	NA	NA	NA	NA	B.1.e
	Dwelling, multi-family*	NA	NA	NA	NA	NA	NA	P	NA	NA	S	P	NA	NA	MP	MP	MP	B.1.f
	Dwelling, multi-family 350' or more from main roadway*	NA	NA	NA	NA	NA	NA	P	NA	NA	S	P	P	NA	MP	MP	MP	B.1.f
	Dwelling, single-family detached	P	P	P	P	P	P	NA	NA	NA	P	P	NA	NA	MP	MP	MP	B.1.g
	Dwelling, townhouse	NA	NA	NA	NA	NA	NA	P	NA	NA	S	P	NA	NA	MP	MP	MP	B.1.f
	Dwelling, upper story	NA	NA	NA	NA	NA	NA	P	P	P	P	P	P	S	MP	MP	MP	
Group Living	Mobile home park or subdivision	S	S	NA	NA	NA	S	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	B.1.i
	Family care home and Group home	NA	NA	NA	NA	NA	S	S	NA	NA	S	S	S	NA	MP	MP	MP	B.2.a
	Rooming or boarding house	NA	NA	NA	NA	NA	S	S	NA	NA	S	S	S	NA	MP	MP	MP	B.2.b
PUBLIC AND INSTITUTIONAL USES																		
Community Services	Community center*	S	S	S	S	S	S	S	P	S	S	P	P	NA	MP	MP	MP	
	Cultural facilities*	NA	NA	NA	NA	S	S	NA	P	P	S	P	NA	NA	MP	MP	MP	
	Library*	S	S	S	S	S	S	S	P	P	S	P	P	P	MP	MP	MP	
	Museum*	S	S	S	S	S	S	S	P	P	S	P	P	NA	MP	MP	MP	

ARTICLE 4: USE STANDARDS

SECTION 4.1: Use Table

Subsection B: Use Table

Table 4.1.1: Use Table																		
P = Permitted Use				S = Special Use				MP = Allowed Subject to a PD Master Plan				NA = Prohibited						
Use Category	Use Type	Residential							Nonresidential/ Mixed-Use						Planned Development			Additional Standards 4.2.
		RSF-40	RSF-20	RSF-10	RSF-7	RSF-5	RMF-LD	RMF-HD	OI	NC	DTR	DTB	CC	IND	PD-R	PD-M	PD-T	
Day Care	Senior center*	S	S	S	S	S	S	S	P	P	S	P	S	NA	MP	MP	MP	
	Adult day care*	S	S	S	S	S	S	S	P	P	S	P	P	NA	MP	MP	MP	C.2.a
	Child day care*	S	S	S	S	S	S	S	P	P	S	P	P	S	MP	MP	MP	C.2.b
Educational Facilities	College or university*	NA	NA	NA	NA	NA	NA	NA	P	NA	S	P	P	NA	NA	MP	MP	
	School, elementary*	P	P	P	P	P	P	P	P	NA	P	P	P	NA	MP	NA	MP	
	School, middle*	P	P	P	P	P	P	P	P	NA	P	P	P	NA	MP	NA	MP	
	School, high*	S	S	S	S	S	S	S	P	NA	P	P	P	NA	NA	MP	MP	
	Vocation or trade school*	NA	NA	NA	NA	NA	NA	NA	P	NA	S	P	P	P	NA	MP	MP	
Governmental Facilities	Government maintenance or distribution	NA	NA	NA	NA	NA	S	S	NA	NA	S	S	P	P	MP	MP	MP	
	Offices*	NA	NA	NA	NA	NA	NA	S	P	P	P	S	P	P	MP	MP	MP	
	Post office	NA	NA	NA	NA	NA	NA	S	P	P	NA	S	P	P	MP	MP	MP	
Health Care Facilities	Blood/tissue collection facility	NA	NA	NA	NA	NA	NA	NA	P	NA	NA	P	P	NA	NA	MP	MP	
	Drug/alcohol treatment facility	NA	NA	NA	NA	NA	NA	NA	S	NA	NA	S	P	S	NA	MP	NA	
	Hospital*	NA	NA	NA	NA	NA	NA	NA	P	NA	NA	S	P	NA	NA	MP	MP	C.3.a
	Medical/dental clinic*	NA	NA	NA	NA	NA	NA	NA	P	P	S	P	P	NA	NA	MP	MP	
	Medical treatment facility*	NA	NA	NA	NA	NA	NA	NA	P	P	NA	P	P	NA	NA	MP	MP	C.3.b
Institutions	Assisted living facility*	S	S	S	NA	NA	S	P	P	P	S	P	P	NA	MP	MP	MP	
	Auditorium*	NA	NA	NA	NA	NA	NA	NA	P	NA	NA	P	P	NA	NA	MP	MP	
	Club or lodge*	S	S	S	S	S	S	S	P	S	S	P	P	S	MP	MP	MP	
	Convention center*	NA	NA	NA	NA	NA	NA	NA	S	NA	NA	P	P	S	NA	MP	NA	
	Halfway house	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	S	P	MP	MP	MP	C.3.A
	Homeless Shelters	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	S	P	NA	NA	NA	C.3.B
	Nursing home*	S	S	NA	NA	NA	NA	P	P	P	S	P	P	NA	MP	MP	MP	
	Religious institution*	S	S	S	S	S	S	P	P	P	S	P	P	S	MP	MP	MP	
Parks and Open Areas	Arboretum or garden	P	P	P	P	P	P	P	P	P	P	P	P	S	MP	MP	MP	
	Cemetery	S	S	NA	NA	NA	NA	NA	S	NA	S	P	NA	NA	MP	MP	NA	C.4.a

ARTICLE 4: USE STANDARDS

SECTION 4.1: Use Table

Subsection B: Use Table

Table 4.1.1: Use Table																		
P = Permitted Use				S = Special Use				MP = Allowed Subject to a PD Master Plan				NA = Prohibited						
Use Category	Use Type	Residential							Nonresidential/ Mixed-Use						Planned Development			Additional Standards 4.2.
		RSF-40	RSF-20	RSF-10	RSF-7	RSF-5	RMF-LD	RMF-HD	OI	NC	DTR	DTB	CC	IND	PD-R	PD-M	PD-T	
					A		A											
	Community dock, major	S	S	S	S	S	S	S	NA	NA	S	S	P	P	MP	MP	MP	
	Community dock, minor	P	P	P	P	P	P	P	P	P	P	P	P	P	MP	MP	MP	
	Community garden	P	P	P	P	P	P	P	P	P	P	P	P	S	MP	MP	MP	
	Marina	NA	NA	NA	NA	NA	NA	NA	NA	NA	S	P	P	NA	NA	NA	NA	
	Park	P	P	P	P	P	P	P	P	P	P	P	P	P	MP	MP	MP	
	Square or plaza	S	S	S	S	S	P	P	P	P	P	P	P	P	MP	MP	MP	
Public Safety	Correctional facility*	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	S	NA	S	NA	NA	NA	
	Fire or EMS facility	S	S	S	S	S	S	S	P	P	S	P	P	P	MP	MP	MP	
	Police station	S	S	S	S	S	S	S	P	P	S	P	P	P	MP	MP	MP	
Transportation	Airport	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	S	NA	MP	NA	
	Helicopter landing facility	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	S	NA	MP	NA	
	Passenger terminal*	NA	NA	NA	NA	NA	NA	NA	S	S	NA	P	P	P	MP	MP	MP	
	Private landing strip	S	S	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	S	NA	MP	NA	
Utilities	Telecommunications antenna, collocation*	P	P	P	P	P	P	P	P	P	P	P	P	P	MP	MP	MP	
	Telecommunications tower, freestanding*	S	S	S	S	S	S	S	S	S	S	S	S	P	MP	MP	MP	
	Utility, major	S	S	S	S	S	S	S	S	S	S	S	P	P	MP	MP	MP	
	Utility, minor	P	P	P	P	P	P	P	P	P	P	P	P	P	MP	MP	MP	
COMMERCIAL USES																		
Adult Establishments	All	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	P	P	NA	NA	NA	
Animal Care																		
	Kennel, indoor or outdoor	NA	NA	NA	NA	NA	NA	NA	P	P	NA	NA	P	P	MP	MP	MP	
	Veterinary clinic with outdoor kennel	NA	NA	NA	NA	NA	NA	S	P	S	NA	S	P	P	NA	MP	MP	
	Veterinary clinic without outdoor kennel	NA	NA	NA	NA	NA	NA	S	P	S	NA	P	P	P	NA	MP	MP	
Billboards	All	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	P	P	NA	NA	NA	

ARTICLE 4: USE STANDARDS

SECTION 4.1: Use Table

Subsection B: Use Table

Table 4.1.1: Use Table																		
P = Permitted Use				S = Special Use				MP = Allowed Subject to a PD Master Plan				NA = Prohibited						
Use Category	Use Type	Residential							Nonresidential/ Mixed-Use						Planned Development			Additional Standards 4.2.
		RSF-40	RSF-20	RSF-10	RSF-7	RSF-5	RMF-LD	RMF-HD	OI	NC	DTR	DTB	CC	IND	PD-R	PD-M	PD-T	
Eating Establishment	Restaurant, with indoor or outdoor seating	NA	NA	NA	NA	NA	NA	S	S	P	NA	P	P	P	MP	MP	MP	D.4.a
	Restaurant, with drive-through service	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	P	P	MP	MP	MP	D.4.b
	Specialty eating establishment, with or without drive-through service	NA	NA	NA	NA	NA	NA	S	P	P	NA	P	P	P	MP	MP	MP	
Offices	Business, financial, professional services*	NA	NA	NA	NA	NA	NA	NA	P	P	P	P	P	P	MP	MP	MP	
Parking	Vehicular use area	NA	NA	NA	NA	NA	NA	NA	P	P	P	P	P	P	MP	MP	MP	D.5.a
	Parking structure	NA	NA	NA	NA	NA	NA	NA	P	P	S	S	P	P	MP	MP	MP	D.5.b
	Vehicle storage	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	S	P	P	NA	MP	NA	
Personal Services Establishment	Financial institution (without drive-through)	NA	NA	NA	NA	NA	NA	NA	P	P	NA	P	P	S	MP	MP	MP	D.6.b
	Financial institution (with drive-through)	NA	NA	NA	NA	NA	NA	NA	S	S	NA	NA	P	P	NA	MP	MP	
	Funeral home	NA	NA	NA	NA	NA	NA	NA	P	NA	S	P	P	P	NA	MP	MP	D.6.a
	Laundromat	NA	NA	NA	NA	NA	NA	S	P	P	NA	P	P	P	MP	MP	MP	
	Pawn shop/Lending institution	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	P	S	NA	MP	MP	
	Repair establishment	NA	NA	NA	NA	NA	NA	NA	P	P	NA	P	P	P	NA	MP	MP	
	Tattoo parlor/piercing establishment	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	P	P	NA	MP	MP	
	Personal services establishment	NA	NA	NA	NA	NA	NA	NA	S	P	NA	P	P	S	MP	MP	MP	
Recreation & Entertainment	Arcade	NA	NA	NA	NA	NA	NA	NA	NA	S	NA	P	P	NA	NA	MP	MP	
	Arcade, Adult	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	S	P	NA	MP	NA	
	Arena, stadium, or coliseum*	S	S	NA	NA	NA	NA	NA	P	NA	NA	P	P	P	NA	MP	MP	D.7.a
	Athletic field or court*	P	P	P	P	P	P	P	P	NA	S	P	NA	NA	MP	MP	MP	D.7.c
	Golf course	P	P	P	P	P	P	P	NA	NA	S	S	S	NA	MP	MP	MP	

ARTICLE 4: USE STANDARDS

SECTION 4.1: Use Table

Subsection B: Use Table

Table 4.1.1: Use Table																		
P = Permitted Use				S = Special Use				MP = Allowed Subject to a PD Master Plan				NA = Prohibited						
Use Category	Use Type	Residential							Nonresidential/ Mixed-Use						Planned Development			Additional Standards 4.2.
		RSF-40	RSF-20	RSF-10	RSF-7	RSF-5	RMF-LD	RMF-HD	OI	NC	DTR	DTB	CC	IND	PD-R	PD-M	PD-T	
	Indoor commercial recreation*	NA	NA	NA	NA	NA	NA	NA	S	P	S	P	P	P	MP	MP	MP	
	Outdoor commercial recreation*	S	S	NA	NA	NA	NA	NA	S	P	S	P	P	S	MP	MP	MP	
	Sweepstakes Establishment	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	
	Swimming pool	S	S	S	S	S	S	S	P	P	P	P	P	S	MP	MP	MP	D.7.b
	Theatre, Indoor*	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	P	P	NA	MP	MP	MP	
Retail Sales	Bar, nightclub, lounge, brown-bagging or tavern*	NA	NA	NA	NA	NA	NA	NA	NA	S	NA	S	S	S	NA	MP	MP	
	BilliardNApool hall (with alcohol sales)	NA	NA	NA	NA	NA	NA	NA	NA	S	NA	P	S	S	NA	MP	MP	
	BilliardNApool hall (without alcohol sales)	NA	NA	NA	NA	NA	NA	NA	NA	P	NA	P	P	P	NA	MP	MP	
	Convenience store (without gas sales)	NA	NA	NA	NA	NA	NA	NA	P	P	P	P	P	P	MP	MP	MP	D.8.a
	Convenience store (with gas sales)	NA	NA	NA	NA	NA	NA	NA	NA	S	NA	S	P	P	MP	MP	MP	
	Drug store (without drive-through)	NA	NA	NA	NA	NA	NA	NA	P	P	P	P	P	P	MP	MP	MP	D.8.b
	Drug store (with drive-through)	NA	NA	NA	NA	NA	NA	NA	P	S	NA	NA	P	P	NA	MP	MP	
	Flea market	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	S	S	NA	MP	MP	
	Gasoline sales	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	S	P	P	NA	MP	MP	D.8.c
	General	NA	NA	NA	NA	NA	NA	NA	NA	S	S	P	P	P	NA	MP	MP	
	Grocery store*	NA	NA	NA	NA	NA	NA	NA	S	S	P	P	P	S	MP	MP	MP	
	Hookah lounge	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	S	S	S	NA	MP	MP	
	Liquor store	NA	NA	NA	NA	NA	NA	NA	S	S	NA	P	P	P	NA	MP	MP	
	Outdoor Sales (as a principal use)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	P	P	NA	MP	NA	
	Shopping center*	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	P	P	NA	NA	MP	MP	
	Self-Service Storage	All	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	S	P	NA	MP	MP	D.9
Vehicles Sales and Services	Automotive sales or rentals	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	P	P	NA	MP	MP	D.10.d	
	Automotive painting/body shop	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	S	P	NA	MP		D.10.a	
	Automotive	NA	NA	NA	NA	NA	NA	NA	NA	S	NA	S	P	P	NA	MP	MP	D.10.b

ARTICLE 4: USE STANDARDS

SECTION 4.1: Use Table

Subsection B: Use Table

Table 4.1.1: Use Table

P = Permitted Use

S = Special Use

MP = Allowed Subject to a PD Master Plan

NA = Prohibited

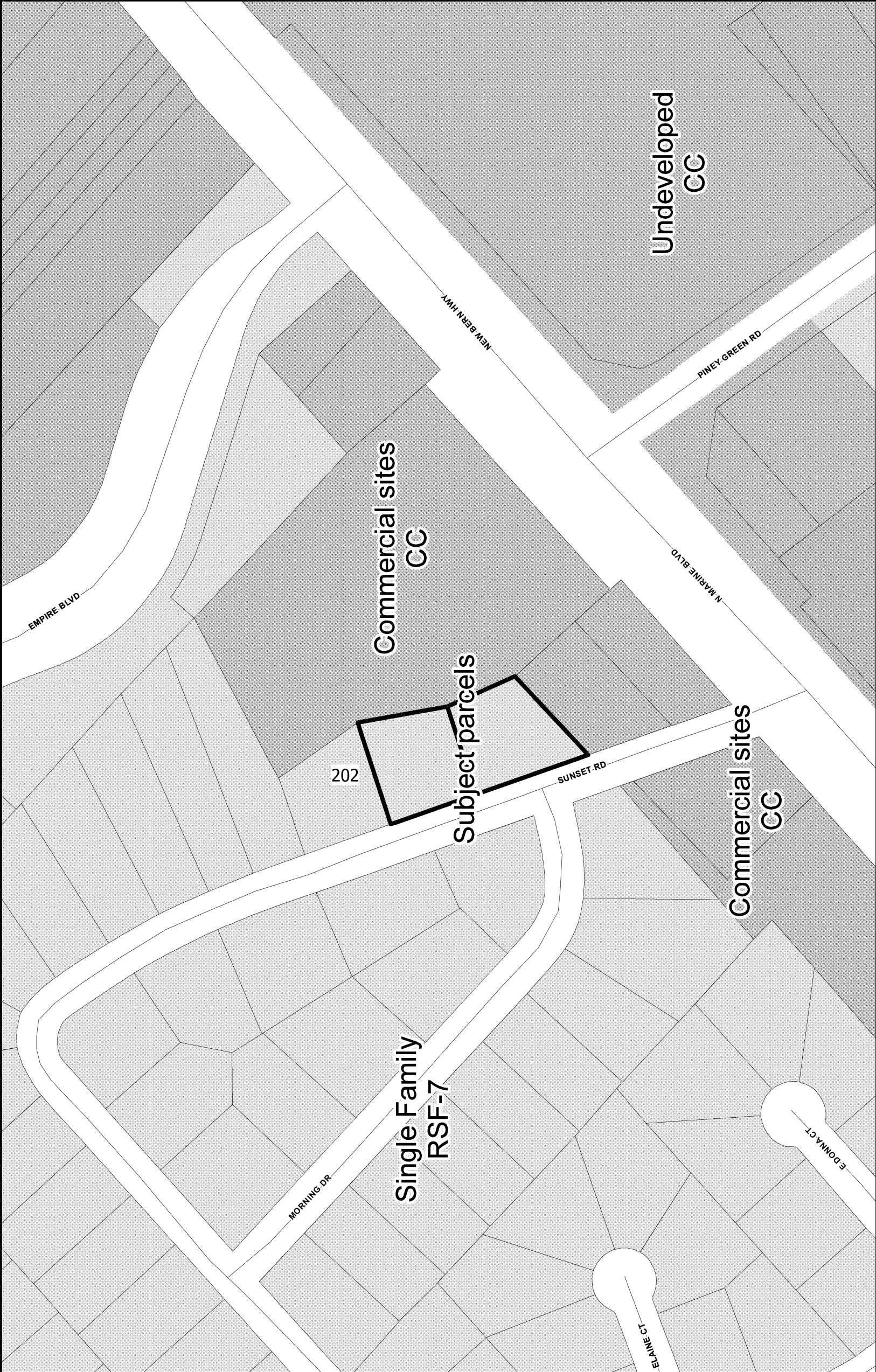
Use Category	Use Type	Residential							Nonresidential/ Mixed-Use						Planned Development			Additional Standards 4.2.
		RSF-40	RSF-20	RSF-10	RSF-7	RSF-5	RMF-LD	RMF-HD	OI	NC	DTR	DTB	CC	IND	PD-R	PD-M	PD-T	
	parts/installation				A		A		A		A							
	Automotive repair and servicing (without paintingNAbodywork)	NA	NA	NA	NA	NA	NA	NA	NA	S	NA	S	P	P	NA	MP	MP	D.10.c
	Automotive wrecker service	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	S	P	NA	MP	NA	D.10.e
	Boat and marine rental/sales	NA	NA	NA	NA	NA	NA	NA	NA	NA	S	S	P	P	NA	MP	NA	
	Boat repair and servicing	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	P	NA	NA	NA	
	Recreational vehicle rental/sales	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	P	P	NA	MP	NA	
	Taxicab operation	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	P	P	P	MP	MP	MP	
	Truck and trailer rental/sales	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	S	P	NA	MP	NA	
Visitor Accommodations	Bed & breakfast	NA	NA	NA	NA	S	P	P	P	P	P	P	P	NA	MP	MP	MP	110.a
	Hotel/motel*	NA	NA	NA	NA	NA	NA	NA	S	S	NA	P	P	NA	NA	MP	MP	11.b
INDUSTRIAL USES																		
Extractive Industry	All	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	S	NA	MP	NA	E.1
Industrial Services	Building, heating, plumbing, or electrical contractor	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	S	P	NA	MP	NA	
	Concrete / asphalt plant	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	P	NA	MP	NA	
	Electric motor repair	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	S	P	NA	MP	MP	E.2.a
	Fuel oil/bottled gas distributor	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	P	NA	MP	NA	
	Flex space	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	P	P	NA	MP	NA	
	Heavy equipment sales, rental, or storage	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	S	P	NA	MP	NA	
	Heavy equipment servicing and repair	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	S	P	NA	MP	NA	E.2.b
	Laundry, dry cleaning, and carpet cleaning plants	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	S	P	NA	MP	NA	E.2.c
	Machine shop	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	S	P	NA	MP	NA	
	Repair of scientific or professional	NA	NA	NA	NA	NA	NA	NA	S	S	NA	S	P	P	NA	MP	MP	

ARTICLE 4: USE STANDARDS
SECTION 4.2: USE-SPECIFIC STANDARDS
 Subsection B: Use Table

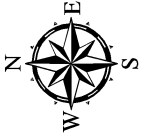
Table 4.1.1: Use Table P = Permitted Use S = Special Use MP = Allowed Subject to a PD Master Plan NA = Prohibited																		
Use Category	Use Type	Residential							Nonresidential/ Mixed-Use						Planned Development			Additional Standards 4.2.
		RSF-40	RSF-20	RSF-10	RSF-7	RSF-5	RMF-LD	RMF-HD	OI	NC	DTR	DTB	CC	IND	PD-R	PD-M	PD-T	
	instruments																	
	Research and development	NA	NA	NA	NA	NA	NA	NA	P	NA	NA	P	P	P	NA	MP	MP	
	Tool repair	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	P	P	NA	MP	MP	
Manufacturing and Production	Manufacturing, heavy	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	P	NA	MP	NA	E.3.a
	Manufacturing, light	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	S	P	NA	MP	NA	
Warehouse and Freight Movement	Cold storage plant	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	S	P	NA	MP	NA	
	Outdoor storage (as a principal use)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	S	P	NA	MP	NA	E.4.a
	Parcel services	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	S	P	P	NA	MP	MP	E.4.b
	Truck or freight terminal	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	S	P	NA	MP	NA	
	Warehouse (distribution)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	S	P	NA	MP	NA	
	Warehouse (storage)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	S	P	P	NA	MP	MP	
Waste-Related Services	Incinerator	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	S	NA	MP	NA	
	Land application of wastes	S	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	S	NA	MP	NA	
	Landfill, construction debris	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	S	NA	NA	NA	E.5.b
	Landfill, land clearing and inert debris	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	S	NA	MP	NA	
	Landfill, sanitary	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	S	NA	MP	NA	E.5.c
	Recycling and salvage center	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	S	P	NA	MP	NA	E.5.d
	Recycling drop-off center	S	S	S	S	S	S	S	S	P	S	S	P	P	MP	MP	MP	E.5.e
	Salvage and junkyard	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	S	NA	MP	NA	E.5.f
	Tire disposal or recycling	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	P	NA	MP	NA	
	Waste composting	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	P	NA	MP	NA	
Wholesale Sales	All	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	S	P	P	NA	MP	MP	E.6

*Subject to Flight Path Overlay (See Section 3.9.F)

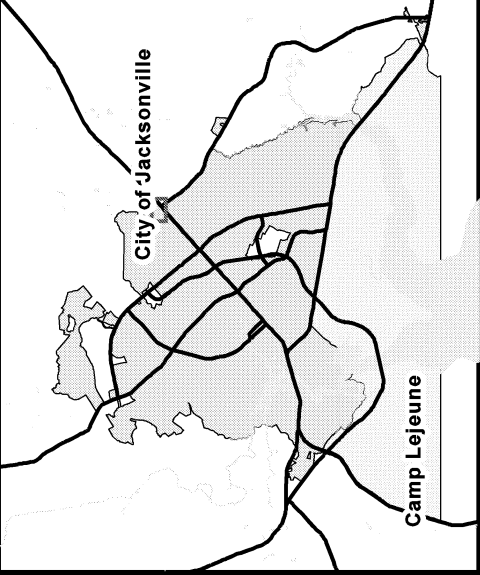
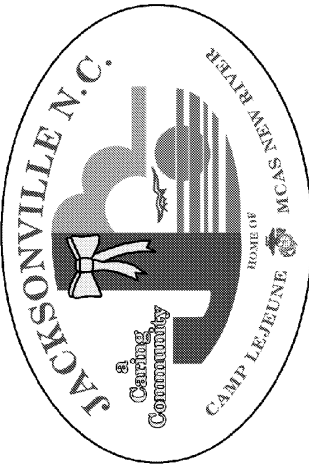
202 and 204 Sunset Road



Disclaimer: This Map is intended to use for planning purposes only. City of Jacksonville or its individual departments are not liable for any data inaccuracies. Once again this map should not be used for any legal boundary determinations and data displayed on this map is collected from various different sources.



1 inch = 154 feet



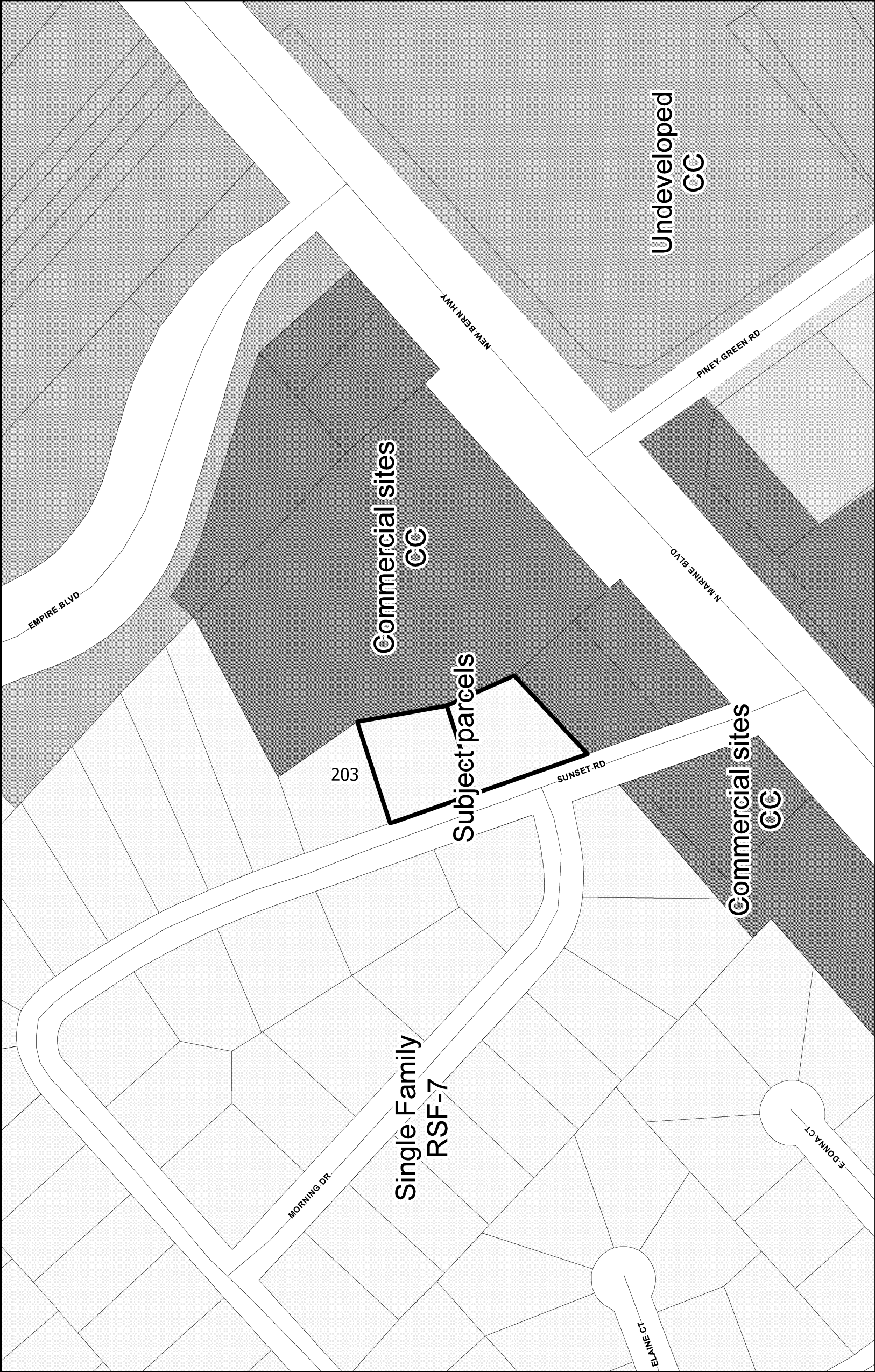
Legend

- CC
- DTB
- DTR
- IND
- MR
- NC
- OI
- PDC
- PDR
- PDT
- RMF-HD
- RMF-LD
- RSF-10
- RSF-20
- RSF-40
- RSF-5
- RSF-7

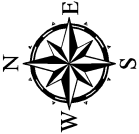
Attachment

G

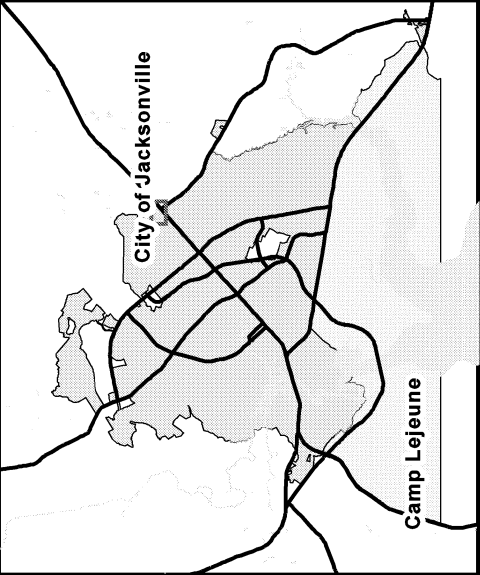
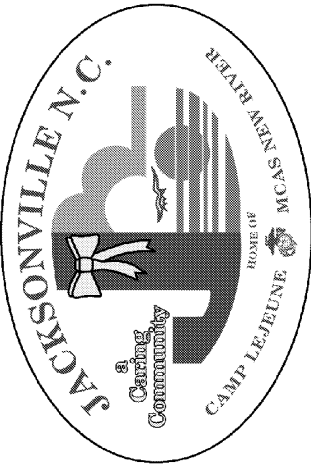
202 and 204 Sunset Road



Disclaimer: This Map is intended to use for planning purposes only. City of Jacksonville or its individual departments are not liable for any data inaccuracies. Once again this map should not be used for any legal boundary determinations and data displayed on this map is collected from various different sources.



1 inch = 154 feet



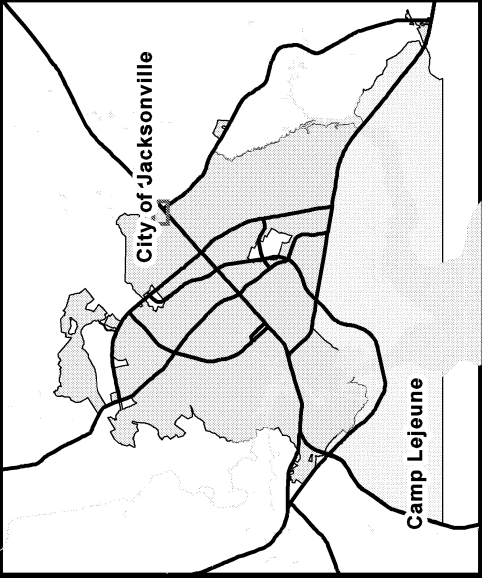
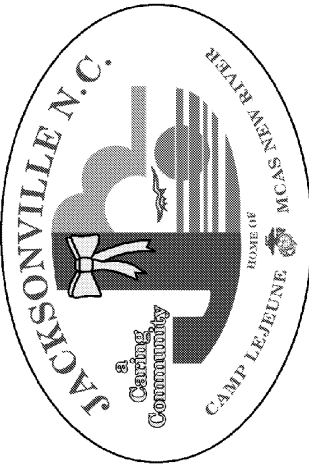
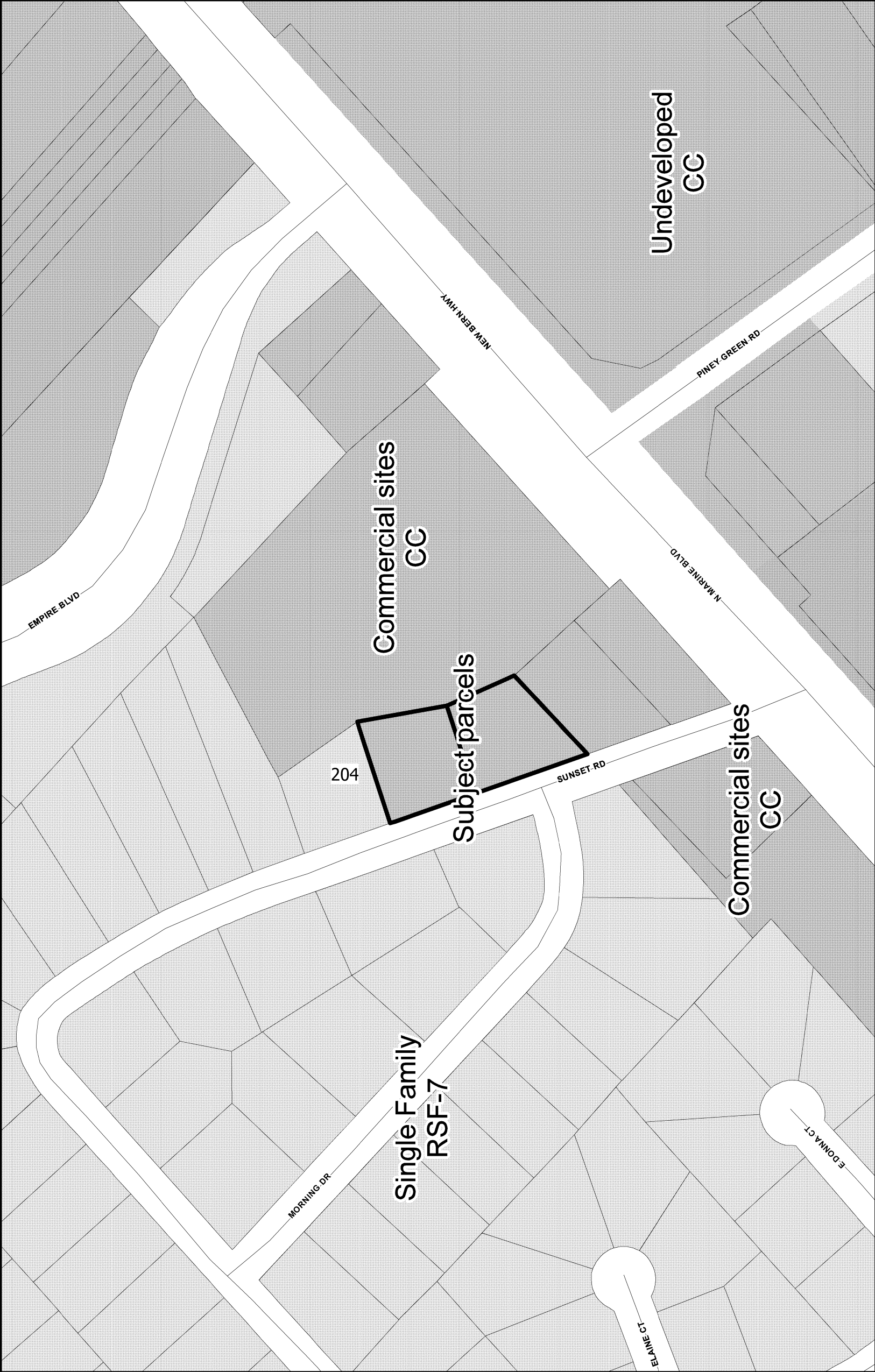
Legend

- Conservation
- Park
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Public
- Office
- Mixed Use
- Neighborhood Commercial
- Regional Commercial
- Industrial

Attachment

H

202 and 204 Sunset Road



Legend

	CC
	DTB
	DTR
	IND
	MR
	NC
	OI
	PDC
	PDR
	PDT
	RMF-HD
	RMF-LD
	RSF-10
	RSF-20
	RSF-40
	RSF-5
	RSF-7

Attachment



1 inch = 154 feet

Disclaimer: This Map is intended to use for planning purposes only. City of Jacksonville or its individual departments are not liable for any data inaccuracies. Once again this map should not be used for any legal boundary determinations and data displayed on this map is collected from various different sources.

JOHN L. PIERCE & ASSOCIATES, P.A.

LAND SURVEYING • LAND PLANNING • MAPPING



P.O. Box 1685
Jacksonville, NC 28541

OFFICE: 910-346-9800
FAX: 910-346-1210
E-MAIL: bettyb@jlpnc.com
or brianj@jlpnc.com



405 Johnson Blvd.
Jacksonville, NC 28540

January 29, 2014

Mr. Ryan King
City of Jacksonville
PO Box 128
Jacksonville, NC 28541

RE: CDW Holdings, LLC- Lot 1&2 Sunset Acres-Conditional Use

Dear Ryan:

Below we have listed the "conditions" we propose for the "Rezoning permit" request for CDW Holdings, LLC. The conditions are as follows:

Conditions:

- (1) Northern boundary bufferyard will be UDO standards or above to include;
 - a. An "instant evergreen wall" alternative design buffer consisting of the following species for every 35 liner feet:
 - a. 5 Spartan Juniper 8 feet in height at planting
 - b. 12 Carolina Sentinel Holly 5 feet in height at planting
 - c. 6 Pinkie Indian Hawthorne 3 gallon in size at planting
 - b. Landscaping will be placed on the property boundary side of the 6 foot tall opaque wooden fence
- (2) Sunset road Street Lawn
 - a. Street width will be 7 feet above/beyond UDO requirements
 - b. Will install a 6 foot tall opaque wooden fence
 - c. Will install an "instant evergreen wall" alternative design landscaped buffer
 - d. consisting of the following species for every 35 liner feet:
 - a. 5 Spartan Juniper 8 feet in height at planting
 - b. 12 Carolina Sentinel Holly 5 feet in height at planting
 - c. 6 Pinkie Indian Hawthorne 3 gallon in size at planting
 - e. Landscaping will be placed on the street side of the 6' opaque fence
- (3) Buffers will be installed within 30 days of commencement of parking lot.
- (4) Interconnection (driveway) with CDW Holdings, LLC property at the corner of US Highway 17 and Sunset Road will be provided.
- (5) Existing vegetation will not be removed along existing street frontage.
- (6) Site lighting-light poles will have a 12 foot height maximum and shall comply with dark sky standards.
- (7) Subject property (lots 1 & 2) will be recombined
- (8) Existing driveways will be removed and no driveway access will be permitted along Sunset Drive

LOTS, FARMLAND AND WOODLAND SURVEYING • SITE PLANNING • SUBDIVISION LAYOUT • LAND DEVELOPMENT PL
CONSTRUCTION SURVEYING • TOPOGRAPHIC SURVEYING AND MAPPING
Phase I Environmental Audit / Risk Assessment

Attachment

J

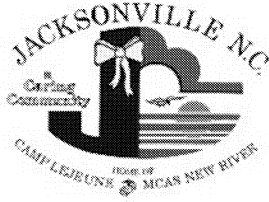
- (9) Site use shall be restricted to an automobile parking lot only. Vehicles shall not be displayed on any form of elevation (ramps, monster trucks, etc.). No structure shall be permitted, including but not limited to storage containers, dumpsters, propane tanks etc.
- (10) Finished site elevation shall not be substantially above the grade of Sunset Road
- (11) Stormwater runoff and drainage of the site shall be treated to not impact surrounding neighborhood.
- (12) Existing chain link fence along the Northwest property lines of the adjacent CDW Holdings, LLC property will be replaced with 6 foot tall opaque wooden fence.
- (13) All lighting on the CDW Holdings, LLC properties will be shielded to insure minimum impact on neighbors and shall not exceed 0.5 foot candles at property line.
- (14) All existing lights will be shielded from Lot 3 and will have a minimum impact and will not exceed 0.5 foot candles at property line.

Should you need any additional information, please do not hesitate to contact me.

Sincerely,



John L. Pierce
JOHN L. PIERCE & ASSOCIATES P.A.



Request for City Council Action

Agenda Item:	11
Date:	2/3/2015

Subject: Public Hearing - Voluntary Annexation Petition – The Harry C Brown Family LLC– 17.26-Acres

Department: City Manager's Office

Presented by: Ron Massey, Assistant City Manager

Presentation: Yes

Issue Statement

This voluntary annexation petition was received from John L. Pierce & Associates on behalf of The Harry C. Brown Family LLC for a 17.26-acre parcel that is contiguous to the current City limit boundaries.

The tract is located along U.S. Hwy 17 North near its intersection with Drummer Kellum Road and directly across from Stevenson Toyota. Development plans are eventually to locate from 2 to 7 commercial businesses on the site including a future 22,000 square foot Gerber Automotive Repair facility and an Enterprise Rental Car Center.

Financial Impact

Costs and Revenues are provided in the detailed Annexation Analysis Total Cost-Benefit Summary attached. The financial analysis shows a **negative** net cash flow over the five-year review period.

Action Needed

Conduct Public Hearing

Consider Annexation Ordinance

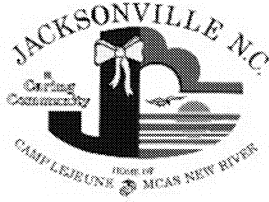
Recommendation

Staff recommends that Council adopt the Annexation Ordinance as presented.

Approved: ☒ City Manager ☐ City Attorney

Attachments:

- A Proposed Ordinance
- B Financial Analysis
- C Location Map



Staff Report

Voluntary Annexation Petition

The Harry C Brown Family LLC – 17.26 Acres

Introduction

The area proposed for annexation is located within the City's Extra Territorial Jurisdiction (ETJ) and is contiguous to the current City limits.

On behalf of Harry Brown, John L. Pierce & Associates has submitted a voluntary annexation petition for a 17.26-acre parcel that is contiguous to the current City limit boundaries.

The tract is located along U.S. Hwy 17 North near its intersection with Drummer Kellum Road and directly across from Stevenson Toyota. Development plans are to eventually locate two to seven commercial businesses on the site including in the near future, a 22,000 square foot Gerber Automotive Repair facility and an Enterprise Rental Car Center.

Procedural History

- December 2, 2014 – Council adopted a Resolution directing the City Clerk to investigate the sufficiency of the voluntary annexation petition.
- January 6, 2015 – Council received certification of the petition and adopted a Resolution to schedule a Public Hearing.
- February 3, 2015 – Proposed Date to conduct a Public Hearing and for Council to consider adopting the Annexation Ordinance.
- February 3, 2015 – Proposed Effective Date of Annexation Ordinance.

Stakeholders

- Harry C Brown Family LLC, Owner/Petitioner
- John Pierce & Associates – Surveyors/Developers
- Citizens of Jacksonville

Financial Analysis:

The annexation area does require infrastructure investment on the City's behalf. The preliminary estimate for the Water and Sewer extension is approaching \$400,000. These costs and the possible recovery of these costs through the proposed Jacksonville Service Area assessments is not considered in the attached model.

The financial analysis relies significantly on input provided by the developer. This input includes the development of the 2 commercial businesses on the site including a future 22,000 square foot Gerber Automotive Repair facility and an Enterprise Rental Car Center. No other development is considered in the five year window as we have no details at this time. It also assumes that these are two **new** businesses and not just the relocation of existing businesses to a new location. If this input does not hold true, then the financial analysis could change significantly.

The Water and Sewer estimates show a considerable loss due to the size of the property and the development of only two sites at this time. The model uses acreage of the annexation site to estimate the cost to provide the water and sewer service, while we are only considering revenue from the two businesses to be located on the property at this time.

Using the assumptions provided by the developer, the financial analysis shows a **negative** net cash flow over the five-year review period. The financial analysis model is also highly sensitive to changes in assumptions related to the timing and amount of public safety service investments and the absorption rate.

Options

Adopt the Annexation Ordinance: **RECOMMENDED.**

Pros: The site is contiguous to the current corporate limits and is proposed for future commercial development;

Cons: None

Deny the Annexation Ordinance:

Pros: None

Cons: This action would conflict with past actions associated with contiguous property proposed for future commercial development;

Defer Consideration of the Annexation Petition:

- Should Council desire additional information related to this voluntary annexation request, defer the request and provide direction to staff on the specific information Council would like to receive.

ORDINANCE (2015-)

**AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF
THE CITY OF JACKSONVILLE, NORTH CAROLINA**

**THE HARRY C BROWN FAMILY LLC
17.26 ACRES**

WHEREAS, the City Council has been petitioned under G. S. 160A-31, as amended, to annex the area described herein; and

WHEREAS, the City Council has by resolution directed the City Clerk to investigate the sufficiency of said petition; and

WHEREAS, the City Clerk has certified the sufficiency of said petition and a public hearing on the question of the annexation was held at the Jacksonville City Hall at 7 o'clock, P.M. on the 3rd day of February 2015, after due notice of publication on the 24th day of January 2015, and

WHEREAS, the City Council does hereby find as a fact that said petition meets the requirements of G. S. 160A-31, as amended;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Jacksonville, North Carolina that:

Section 1. By virtue of the authority granted by G.S. 160A-31, as amended, the following described territory is hereby annexed and made a part of the City of Jacksonville effective February 3, 2015:

**THE HARRY C. BROWN FAMILY LLC
17.26 ACRE TRACT/751,997.24 SQUARE FEET
JACKSONVILLE TWP., ONSLOW COUNTY, NORTH CAROLINA**

Commencing at an existing N.C.G.S. monument entitled "Carter: and having N.C. Grid Values of North 383,649.5602 and Eastern values of 2,489,291.9119; thence leaving the said N.C.G.S. monument and running South 57 degrees 49 minutes 49 seconds West and having a grid distance of 1078.63 feet to an existing iron stake located along the Northwestern right of way of the Southbound lane of U.S. Highway 17 (right of way varies), said iron stake also being ***THE TRUE POINT OF BEGINNING***; thence from the described beginning and running along the said right of way South 48 degrees 02 minutes 19 seconds West 261.74 feet to an existing iron pipe located along the edge of an approximate 6 foot ditch; thence leaving the said right of way and running along the said ditch line the following courses and distances: North 49 degrees 22 minutes 45 seconds West 544.01 feet to an existing iron pipe, thence South 48 degrees 54 minutes 27 seconds West 209.02 feet to an existing iron stake, thence North 48 degrees 28 minutes 59 seconds West 626.11 feet to an existing iron stake; thence leaving the said 6 foot ditch line and running along another ditch line the following courses and distances: North 09 degrees 46 minutes 42 seconds East 794.87 feet to an existing iron stake, thence South 34 degrees 26 minutes 02 seconds East 145.03 feet to an existing iron stake, thence North 52 degrees 40 minutes 10 seconds East 131.80 feet to an existing iron pipe, thence South 36 degrees 33 minutes 34 seconds East 200.20 feet to an existing iron pipe, thence South 36 degrees 37

Attachment

A

minutes 55 seconds East 100.06 feet to an existing iron stake, thence south 36 degrees 00 minutes 39 seconds East 96.32 feet to an existing iron pipe, thence South 36 degrees 34 minutes 20 seconds East 303.29 feet to an existing iron pipe, thence South 36 degrees 56 minutes 09 seconds East 99.96 feet to an existing iron pipe, thence South 36 degrees 43 minutes 22 seconds East 99.89 feet to existing iron pipe, thence South 35 degrees 42 minutes 51 seconds East 50.16 feet to an existing iron pipe, thence South 35 degrees 49 minutes 14 seconds East 50.53 feet to an existing iron pipe, thence South 36 degrees 40 minutes 57 seconds East 99.77 feet to an existing iron pipe, thence South 39 degrees 11 minutes 55 seconds East 191.38 feet to an existing iron pipe, thence South 39 degrees 08 minutes 05 seconds East 216.40 feet to the point and place of beginning. Containing 17.26 acres/751,997.24 square feet and being a portion of the property described in Deed Book 4096 Page 844 and being the property described in Map Book 67 Page 156 of the Onslow County Registry. The courses contained herein are correct in angular relationship and are referenced to N.C. Grid North (NAD 83).

Section 2. Upon and after the 3rd day of February 2015, the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of Jacksonville and shall be entitled to the same privileges and benefits as other parts of the City of Jacksonville. Said territory shall be subject to municipal taxes according to G. S. 160A-58.10.

Section 3. The Mayor of the City of Jacksonville shall cause to be recorded in the Office of the Register of Deeds of Onslow County, and in the Office of the Secretary of State, Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 hereof, together with a duly certified copy of this Ordinance.

Adopted by the City Council of the City of Jacksonville in regular session this 3rd day of February 2015.

Sammy Phillips, Mayor

ATTEST:

Carmen K. Miracle, City Clerk

**City of Jacksonville
Annexation Analysis
Total Cost-Benefit Summary**

1/26/2015

The Harry C. Brown Family LLC - 17.26 acres

Completion of project will have one Gerber Automotive Repair facility, one Enterprise Rental Car Center and possibly various other commercial businesses.

	Fiscal Year*	Fiscal Year*	Fiscal Year*	Fiscal Year*	Fiscal Year*	5 Year
	2017	2018	2019	2020	2021	Total
Section 1: Total Revenues						
Property Taxes	\$19,442	\$19,442	\$19,442	\$19,442	\$19,442	\$97,212
Sales Tax	\$3,122	\$3,122	\$3,122	\$3,122	\$3,122	\$15,610
Powell Bill (Gas Tax)	\$490	\$505	\$520	\$535	\$551	\$2,601
Utility Franchise Tax	\$0	\$0	\$0	\$0	\$0	\$0
Business Tax	\$0	\$0	\$0	\$0	\$0	\$0
Water Revenues	\$8,615	\$1,877	\$1,877	\$1,877	\$1,877	\$16,122
Sewer Revenues	\$22,370	\$3,352	\$3,352	\$3,352	\$3,352	\$35,779
Stormwater Revenues	\$12,632	\$12,632	\$12,632	\$12,632	\$12,632	\$63,158
Total Estimated Revenues	\$66,671	\$40,930	\$40,945	\$40,960	\$40,976	\$230,482
Discounted Revenues	\$66,671	\$39,167	\$37,494	\$35,893	\$34,361	\$213,587

Section 2: Total Expenditures						
Police	\$20,934	\$21,562	\$22,209	\$22,876	\$23,562	\$111,144
Fire	\$3,175	\$3,270	\$3,368	\$3,469	\$3,573	\$16,856
Water	\$8,667	\$8,927	\$9,194	\$9,470	\$9,754	\$46,012
Sewer	\$12,478	\$12,853	\$13,238	\$13,635	\$14,044	\$66,249
Transportation	\$518	\$518	\$518	\$518	\$518	\$2,589
Solid Waste	\$0	\$0	\$0	\$0	\$0	\$0
Parks and Recreation	\$0	\$0	\$0	\$0	\$0	\$0
Stormwater	\$11,724	\$11,724	\$11,759	\$11,793	\$11,828	\$58,829
Streets, Streetlights, Mosquito Control	\$8,139	\$7,262	\$7,289	\$7,317	\$7,344	\$37,352
Total Estimated Expenditures	\$65,635	\$66,115	\$67,576	\$69,078	\$70,624	\$339,029
Discounted Expenditures	\$65,635	\$63,268	\$61,881	\$60,533	\$59,222	\$310,541

Total Discounted Net Revenues (Expenditures)	\$1,035	(\$24,101)	(\$24,387)	(\$24,640)	(\$24,861)	(\$96,954)
---	----------------	-------------------	-------------------	-------------------	-------------------	-------------------

*Fiscal Year runs from July 1 through June 30 of the year listed.

Equivalent Police Officers Required	0.181	0.181	0.181	0.181	0.181	0.181
--	-------	-------	-------	-------	-------	-------

The City's ISO Rating is Class 3 (70.98).

This annexation's potential affect on this rating:

Same	- If New Station is not Built and Manned
Better	- If New Station is not Built and Manned
Worse	X If New Station is not Built and Manned

Attachment

B

**City of Jacksonville
Annexation Analysis
General Government Revenue Summary Sheet**

1/26/2015

**The Harry C. Brown
Family LLC - 17.26**

**Fiscal Year
2017**

**Fiscal Year
2018**

**Fiscal Year
2019**

**Fiscal Year
2020**

**Fiscal Year
2021**

**5 Year
Total**

Revenue Source

Property Taxes

\$19,442

\$19,442

\$19,442

\$19,442

\$19,442

\$97,212

Sales Tax

\$3,122

\$3,122

\$3,122

\$3,122

\$3,122

\$15,610

Powell Bill (Gas Tax)

\$490

\$505

\$520

\$535

\$551

\$2,601

Utility FranchiseTax

\$0

\$0

\$0

\$0

\$0

\$0

Business Tax

\$0

\$0

\$0

\$0

\$0

\$0

**Total Estimated
Revenues**

\$23,054

\$23,069

\$23,084

\$23,100

\$23,116

\$115,423

City of Jacksonville Annexation Analysis						1/26/2015
The Harry C. Brown Family LLC - 17.26 acres	Fiscal Year 2017	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021	5 Year Total
Section 1: Real Property Calculations						
	\$3,122,060	\$3,122,060	\$3,122,060	\$3,122,060	\$3,122,060	\$15,610,300
Section 2: Personal Property Calculations						
<i>Number of Dwellings</i>	0	0	0	0	0	
<i>Average Number of Cars Per Dwelling</i>	1.6	1.6	1.6	1.6	1.6	
<i>Number of Cars</i>	0	0	0	0	0	
<i>Average Value Per Car</i>	\$7,930	\$8,009	\$8,089	\$8,170	\$8,252	
Total Personal Property	\$0	\$0	\$0	\$0	\$0	\$0
Section 3: Total Tax Calculations						
Total Tax Value	\$ 3,122,060	\$ 3,122,060	\$ 3,122,060	\$ 3,122,060	\$ 3,122,060	
Tax Rate per \$100 valuation	0.6420	0.6420	0.6420	0.6420	0.6420	
Total Tax Levy	\$ 20,044	\$ 20,044	\$ 20,044	\$ 20,044	\$ 20,044	
Collection Rate	0.9700	0.9700	0.9700	0.9700	0.9700	
Total Estimated Tax Revenue	\$19,442	\$19,442	\$19,442	\$19,442	\$19,442	\$97,212

City of Jacksonville Annexation Analysis						
						1/26/2015
The Harry C. Brown Family LLC - 17.26 acres	Fiscal Year 2017	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021	5 Year Total
Section 1: Sales Tax Calculations						
<i>Sales Tax Revenue Per 1,000 Residents</i>	\$0	\$0	\$0	\$0	\$0	
<i>Parcel Population</i>	0	0	0	0	0	
<i>Sales Tax Revenue Per \$1,000 Property Tax</i>	155.7632	155.7632	155.7632	155.7632	155.7632	
<i>Parcel Levy</i>	20,044	20,044	20,044	20,044	20,044	
Total Sales Tax Revenue	\$3,122	\$3,122	\$3,122	\$3,122	\$3,122	\$15,610
Section 2: Gas Tax Calculations (Powell Bill)						
<i>75% Allocation Based on Per Capita Population</i>						
<i>Per Capita Reimbursement Rate</i>	\$21	\$21	\$22	\$23	\$23	
<i>Parcel population</i>	0	0	0	0	0	
<i>Subtotal for Per Capita</i>	\$0	\$0	\$0	\$0	\$0	\$0
<i>25% Allocation Based on Non- State Street Miles</i>						
<i>Reimbursement Rate per Street Mile</i>	\$1,633	\$1,682	\$1,732	\$1,784	\$1,838	
<i>Number of Non-State Street Miles</i>	0.30	0.30	0.30	0.30	0.30	
<i>Subtotal for Street Miles</i>	\$490	\$505	\$520	\$535	\$551	\$2,601
Total Gas Tax Calculations	\$490	\$505	\$520	\$535	\$551	\$2,601
Section 3: Utility Tax Calculations						
<i>Utility Tax Per 1000 Residents</i>	\$36,673	\$37,773	\$38,906	\$40,074	\$41,276	
<i>Parcel Population</i>	0	0	0	0	0	
Total Utility Tax Calculations	\$0	\$0	\$0	\$0	\$0	\$0
Section 4: Business Fee Calculations						
	\$0	\$0	\$0	\$0	\$0	\$0
Total Revenues	\$3,612	\$3,627	\$3,642	\$3,657	\$3,673	\$18,211

City of Jacksonville Annexation Analysis Police Cost Worksheet						
						1/26/2015
The Harry C. Brown Family LLC - 17.26 acres						
Section 1: Descriptive Data						
Number of Authorized Sworn Officers	City Population	City Square Mileage	Average Personnel Costs	Average Operating Cost	Average Capital Cost	Total Officer Cost
122	76,520	55.35	\$78,148	\$28,931	\$5,847	\$112,926
Section 2: Ratios						
Average Number of Square Miles Per Sworn Officer	0.45	Jacksonville Actual		0.42	National Standard	
Average Number of People Per Sworn Officer	627.21	Jacksonville Actual		313	National Standard	
Average Number of Calls for Service Per Sworn Officer	816.20	Jacksonville Actual		604.00	National Standard	
Average Number of Commercial Buildings Per Sworn Officer	11.03	Jacksonville Actual		12.70	National Standard	
Average Number Homes Per Sworn Officer	95.43	Jacksonville Actual		171.50	National Standard	
Section 3: Average Total Cost Per Officer						
	Fiscal Year 2017	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021	5 Year Totals
Average Cost Per Officer	\$112,926	\$116,314	\$119,803	\$123,397	\$127,099	\$599,538
Factor for E-911 Employees (4%)	\$2,557	\$2,633	\$2,712	\$2,794	\$2,877	\$13,573
Average Total Cost Per Officer	\$115,482	\$118,947	\$122,515	\$126,191	\$129,976	\$613,111
Section 4: Five-Year Parcel Data						
	Fiscal Year 2017	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021	
Square Mileage	0.027	0.027	0.027	0.027	0.027	
Commercial Buildings	2	2	2	2	2	
Population	0	0	0	0	0	
Complaints	0.00	0.00	0.00	0.00	0.00	
Homes	0	0	0	0	0	
Section 5: Five-Year Cost Projection						
	Fiscal Year 2017	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021	5 Year Totals
Per Square Mile	\$6,865	\$7,071	\$7,283	\$7,501	\$7,726	\$36,445
Per Commercial Building	\$20,934	\$21,562	\$22,209	\$22,876	\$23,562	\$111,144
Per 1,000 Population	\$0	\$0	\$0	\$0	\$0	\$0
Per # Complaints	\$0	\$0	\$0	\$0	\$0	\$0
Per # Homes	\$0	\$0	\$0	\$0	\$0	\$0
Section 5: Total Police Estimate (Higher of Values in Section 5)						
	Fiscal Year 2017	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021	5 Year Totals
The Harry C. Brown Family LLC -	\$20,934	\$21,562	\$22,209	\$22,876	\$23,562	\$111,144
Equivalent Officers Needed	0.181	0.181	0.181	0.181	0.181	0.181

City of Jacksonville Annexation Analysis Fire Cost Worksheet					
					1/26/2015
The Harry C. Brown Family LLC - 17.26 acres		Infill Development No Cost		no	
Section 1: Descriptive Data					
Number of Fire Stations	City Population	City Square Mileage	Total Department Cost	ISO Max. Sq. Mi. to Service	Square Miles of Annexation Proposal
4	76,520	55.35	\$6,516,018	7.065	0.027
SCENARIO I	Fiscal Year 2017	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021
<i>If VFD present in annexation area, then one of four things can happen:</i>					
1.) The City can enter into a contract with the VFD and allow them continue servicing the area with fire protection					
Total Cost to City if enter into contract with VFD	\$0	\$0	\$0	\$0	\$0
2.) The City can take over service of the annexation area with an existing station and pay a portion of the VFD's debt service.					
<i>Portion of cost to operate existing station</i>	\$3,175	\$3,270	\$3,368	\$3,469	\$3,573
<i>Portion of the VFD's debt service owed by City</i>	\$0	\$0	\$0	\$0	\$0
Total cost to City if servicing with existing station	\$3,175	\$3,270	\$3,368	\$3,469	\$3,573
3.) The City can take over service of the annexation area with a new station and pay a portion of the VFD's debt service.					
<i>Portion of cost to build new station</i>	\$17,089	\$17,601	\$18,129	\$18,673	\$19,233
<i>Portion of the VFD's debt service owed by City</i>	\$0	\$0	\$0	\$0	\$0
Total cost to City if servicing with new station	\$17,089	\$17,601	\$18,129	\$18,673	\$19,233
4.) No Fire District Tax Exists and the City can make an in-kind contribution.					
Total cost to City for in-kind contribution	\$0	\$0	\$0	\$0	\$0
SCENARIO II	Fiscal Year 2017	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021
<i>If no VFD in annexation area, then one of two things can happen:</i>					
1.) The City can take over service of the area with an existing station.					
Total cost to City if servicing with existing station	\$3,175	\$3,270	\$3,368	\$3,469	\$3,573
2.) The City can take over service of the area with a new station.					
Total cost to City if servicing with new station	\$ 17,089	\$ 17,601	\$ 18,129	\$ 18,673	\$ 19,233
<i>(Higher of Values in Scenario I and II)</i>					
TOTAL FIRE COST FOR ANNEXATION	\$ 3,175	\$ 3,270	\$ 3,368	\$ 3,469	\$ 3,573
The City's ISO Rating is Class 3 (70.98).					
This annexation's potential affect on this rating:					
Same		If New Station is not Built and Manned			
Better		If New Station is not Built and Manned			
Worse	X	If New Station is not Built and Manned			

**City of Jacksonville
Annexation Analysis
Water Worksheet**

1/26/2015

The Harry C. Brown Family LLC - 17.26 acres

Section 1: Descriptive Data	Cumulative Miles of Line Installed	Size of Meter	Parcel Acreage	Zoning	Average Cost/Sq Mile	Sq Mileage
	0.30	1.50	17.26	1	\$321,354	0.0270

	Fiscal Year 2017	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021	
Section 2: Estimated Operating Expenses						
Average cost for annexation area	\$8,667	\$8,927	\$9,194	\$9,470	\$9,754	
Costs of reimbursement	\$0	\$0	\$0	\$0	\$0	
Debt Retirement for infrastructure improvements made by the City to support the annexation	\$0	\$0	\$0	\$0	\$0	

	Fiscal Year 2017	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021	
Section 3: Revenues						
Fixed charges						
apply appropriate rate by meter size	\$1,172	\$1,172	\$1,172	\$1,172	\$1,172	
Volume charges						
volume rate x total per 1,000 gallons x 12 months	\$704.70	\$704.70	\$704.70	\$704.70	\$704.70	
Facility Charge (one time fee)	\$6,738.00	\$0.00	\$0.00	\$0.00	\$0.00	

Annexation Costs	\$8,667	\$8,927	\$9,194	\$9,470	\$9,754	
Annexation Revenues	\$8,615	\$1,877	\$1,877	\$1,877	\$1,877	
Net Gain (or Loss) from Annexation	(52)	(7,050)	(7,317)	(7,593)	(7,877)	

City of Jacksonville Annexation Analysis Sewer Worksheet						
						1/26/2015
The Harry C. Brown Family LLC - 17.26 acres						
Section 1: Descriptive Data	Cumulative Miles of Line Installed	Size of Meter	Parcel Acreage	County	Average Cost/Sq Mile	Sq Mileage
	0.30	1.50	17.26	1	\$458,112	0.0270
	Fiscal Year 2017	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021	
Section 2: Estimated Operating Expenses						
Average cost for annexation area	\$12,478	\$12,853	\$13,238	\$13,635	\$14,044	
Costs of reimbursement						
Debt Retirement for infrastructure improvements made by the City to support the annexation	\$0	\$0	\$0	\$0	\$0	
	Fiscal Year 2017	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021	
Section 3: Revenues						
Fixed charges						
apply appropriate rate by meter size	\$2,433	\$2,433	\$2,433	\$2,433	\$2,433	
Volume charges						
volume rate x total per 1,000 gallons x 12 months	\$919	\$919	\$919	\$919	\$919	
Industrial Surcharges						
BOD Charges	\$0	\$0	\$0	\$0	\$0	
SS Charges	\$0	\$0	\$0	\$0	\$0	
Facility Charge (one time fee)	\$19,018	\$0	\$0	\$0	\$0	
Annexation Costs	\$12,478	\$12,853	\$13,238	\$13,635	\$14,044	
Annexation Revenues	\$22,370	\$3,352	\$3,352	\$3,352	\$3,352	
Net Gain (or Loss) from Annexation	9,892	(9,500)	(9,886)	(10,283)	(10,692)	

**City of Jacksonville
Annexation Analysis
Transportation Cost Worksheet**

1/26/2015

**The Harry C. Brown Family
LLC - 17.26 acres**

		Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	Fiscal Year	
	Acreage at Build- out	2017	2018	2019	2020	2021	Total
Residential Development	0	\$0	\$0	\$0	\$0	\$0	\$0
Commercial Development	17.26	\$518	\$518	\$518	\$518	\$518	\$2,589
Industrial Development	0	\$0	\$0	\$0	\$0	\$0	\$0
TIA Estimated Costs		\$0					\$0
Computer Signal System Costs		\$0					\$0
FIVE YEAR TRANSPORTATION COSTS FOR ANNEXATION		\$518	\$518	\$518	\$518	\$518	\$2,589

**City of Jacksonville
Annexation Analysis
Solid Waste Cost Worksheet**

1/26/2015

**The Harry C. Brown
Family LLC - 17.26 acres**

Section 1: Descriptive Data	Single Dumpster Cost/Year	Single Family Trash Removal Cost/Year	Single Family Free Small Recycling Bin Per Unit	Single Family Free Refuse Container per Unit	Commercial Unit Trash Removal Cost/Year
	\$478	\$139	\$10	\$52	\$139

	Fiscal Year 2017	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021
Section 2: Estimated Yearly Solid Waste Costs					
Single Family Units					
Solid Waste Removal	\$0	\$0	\$0	\$0	\$0
Recycling Containers	\$0	\$0	\$0	\$0	\$0
Refuse Containers	\$0	\$0	\$0	\$0	\$0
Multi-Family Unit Dumpsters	\$0	\$0	\$0	\$0	\$0
Commercial Units	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$0	\$0	\$0	\$0

Commercial Units use dumpsters which is a pass thru cost with no net impact to the City.

City of Jacksonville Annexation Analysis Parks and Recreation Cost Worksheet					
					1/26/2015
The Harry C. Brown Family LLC - 17.26 acres					
Section 1: Descriptive Data	City Population	City Square Mileage	Square Mileage of Annexation Proposal	Parcel Acreage	
	76,520	55.35	0.027	17.26	
	Fiscal Year 2017	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021
Section 2: Parks and Recreational Costs					
Average cost per household per year	\$0	\$0	\$0	\$0	\$0

**City of Jacksonville
Annexation Analysis
Stormwater Cost Worksheet**

1/26/2015

The Harry C. Brown Family LLC - 17.26 acres

Section 1: Descriptive Data	City Population	City Square Mileage	Square Mileage of Annexation Proposal	Parcel Acreage	
	76,520	55.35	0.027	17.26	

	Fiscal Year 2017	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021
Section 2: Stormwater Costs					
Residential - Average cost per sq mile (acreage)	\$0	\$0	\$0	\$0	\$0
Residential - Average cost per sq mile (streets)	\$0	\$0	\$0	\$0	\$0
Commercial - Average cost per sq mile (acreage)	\$1,190	\$1,190	\$1,225	\$1,259	\$1,294
Commercial - Average cost per sq mile (plan impervious surface)	\$10,534	\$10,534	\$10,534	\$10,534	\$10,534

	Fiscal Year 2017	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021
Section 3: Revenues					
Fixed charges					
Annual Charge per Home	\$0	\$0	\$0	\$0	\$0
Annual Charge per Business	\$12,632	\$12,632	\$12,632	\$12,632	\$12,632

Annexation Costs	\$11,724	\$11,724	\$11,759	\$11,793	\$11,828
Annexation Revenues	\$12,632	\$12,632	\$12,632	\$12,632	\$12,632
Net Gain (or Loss) from Annexation	907	907	873	838	803

**City of Jacksonville
Annexation Analysis
Streets, Street Lighting, Mosquito Control Cost Worksheet**

1/26/2015

The Harry C. Brown Family LLC - 17.26 acres

Section 1: Descriptive Data	City Population	City Square Mileage	Square Mileage of Annexation Proposal	Parcel Acreage	
	76,520	55.35	0.027	17.26	

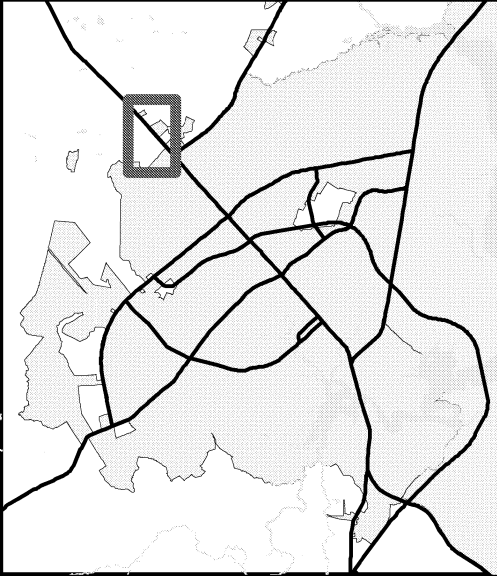
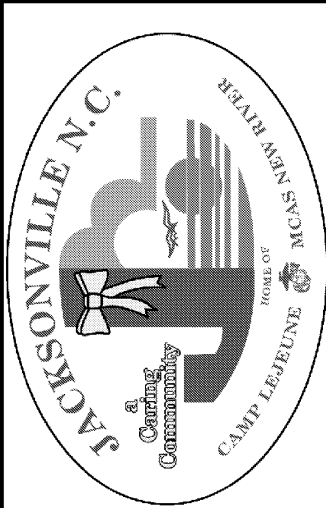
	Fiscal Year 2017	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021
Section 2: Street Costs					
Miles of Streets Constructed	0.3	0.3	0.3	0.3	0.3
Average Cost of LF of Street	\$6,320	\$6,320	\$6,320	\$6,320	\$6,320

	Fiscal Year 2017	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021
Section 3: Street Lighting Costs					
Number of Street Lights Installed	5	5	5	5	5
Average Cost of Street Lighting	\$1,733	\$853	\$878	\$903	\$927

	Fiscal Year 2017	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021
Section 4: Mosquito Control					
Residential Average Cost Based On Acreage	\$0	\$0	\$0	\$0	\$0
Commercial Average Cost Based On Acreage	\$86	\$89	\$91	\$94	\$97

Annexation Costs	\$8,139	\$7,262	\$7,289	\$7,317	\$7,344

Annexation - The Harry C Brown Family LLC



Legend



Annexation Site



Parcels



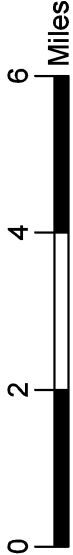
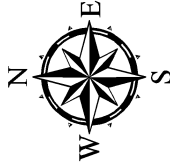
City Limits

Attachment

C



Disclaimer: This Map is intended to use for planning purposes only. City of Jacksonville or its individual departments are not liable for any data inaccuracies. Once again this map should not be used for any legal boundary determinations and data displayed on this map is collected from various different sources.





Request for City Council Action

Agenda Item:	12
Date:	2/3/2015

Subject: Public Hearing (*Quasi-Judicial*) – Special Use Permit and Type III Site Plan – Lejeune Collision Repair Center – 616 Bell Fork Road

Department: Development Services

Presented by: Jeremy B. Smith, Senior Planner

Presentation: Yes

Issue Statement

Jerry S. Stevenson Properties, LLC has submitted a Special Use Permit and Type III Site Plan application seeking approval of a proposed 9,256 square foot automotive paint and body shop. The 1.65 acre development site is located at 616 Bell Fork Road, zoned Corridor Commercial (CC). Automotive paint and body shops require a Special Use Permit within this zoning district.

The proposed development is within the City limits and as proposed would not impact the City's Sewer Allocation Policy.

Financial Impact

None

Action Needed

Hold Public Hearing

Consideration of the Special Use Permit and Site Plan

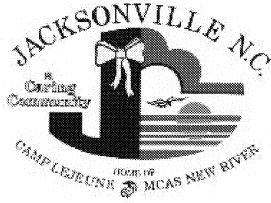
Recommendation

City Staff and the Planning Advisory Board recommend City Council move to approve the Special Use Permit and Site Plans with Findings of Fact A, B, D, E, F, G being found in the affirmative. Finding of Fact C will be affirmative if staff is directed to update the CAMA

Approved: ☒ City Manager ☐ City Attorney

Exhibits:

- A Special Use Permit Worksheet
- B Draft Planning Board Minutes January 12, 2015
- C Zoning and Land Use Map
- D Site Plan
- E Additional Documentation



Staff Report

Agenda Item:	12
-----------------	-----------

Public Hearing (*Quasi-Judicial*) – Special Use Permit and Type III Site Plan – Lejeune Collision Repair Center – 616 Bell Fork Road

Introduction

Jerry S. Stevenson Properties, LLC has submitted a Special Use Permit and Type III Site Plan application seeking approval of a proposed 9,256 square foot automotive paint and body shop. The 1.65 acre development site is located at 616 Bell Fork Road, zoned Corridor Commercial (CC). Automotive paint and body shop's require a Special Use Permit within this zoning district. The proposed project would be a redevelopment of an existing site and as proposed would reduce the existing square footage by 1,380 square feet.

Procedural History

- On November 22, 2014 Jerry S. Stevenson Properties, LLC submitted this application
- On January 12, 2015 the Planning Advisory Board recommended approval of this request
- On February 3, 2015 City Council will conduct a public hearing and consider this request.

Stakeholders

- Jerry S. Stevenson Properties, LLC – Developer
- John L. Pierce and Associates – Design Professional
- Adjacent Property Owners –As required by the Unified Development Ordinance, public hearing notifications will be sent to all adjacent property owners within 100 feet of the property prior to the public hearing that will be held by City Council. In addition, signs will be posted on site and legal advertisements will be printed in the Jacksonville Daily News prior to the public hearing.

Land Use Assessment

The subject parcel is designated as Office (O) by the CAMA future land use map. Properties to the west, east, and south, are also designated Office by the CAMA future land use map. The CAMA Land Use Plan identifies the properties to the North as Regional Commercial (RC) and Industrial (I). Office provides areas for single buildings and office parks of several buildings. Small retail components may be included to serve on-site employees. O areas should have access to a major thoroughfare. Regional Commercial is

intended for services, large-scale retail and wholesaling activities that serve the entire community and the region. RC areas should have access to a major thoroughfare. Industrial provides sites for light industrial activities adjacent to commercial districts and major thoroughfares. Industrial areas will fulfill economic development strategies by providing opportunities for base employment activities. The proposed use is consistent with the Industrial CAMA designation and the Land Use Plan should be amended if approved.

Zoning Assessment

The proposed development is located within the City limits and is zoned CC. The site is bordered to the north across Bell Fork Road by a pet daycare, church, and office, all zoned Industrial (I); to the south, east and west by automotive repair and service businesses, all zoned CC.

Parking Assessment

Per Article 5: Development Standards, Section 5.1: Off-Street Parking, Loading, and Circulation of the Unified Development Ordinance (UDO), automotive paint and body shop requires 1 parking space per every 250 square feet of gross floor area used for automotive paint and body shop (5,250 square feet), and 1 per 1000 thousand for proposed storage building (4,006 square feet), therefore this development is required 25 parking spaces. The UDO currently allows developments to have up 150% of the required parking spaces, making the total allow spaces for this project to be 38. The site plan identifies 25 proposed parking spaces.

Landscaping/Buffer Assessment

Per Article 5: Development Standards, Section 5.2: Landscaping Standards of the UDO when CC properties are adjacent to properties also zoned CC, buffering is not required.

The site plan has demonstrated the required 8 foot street lawn along Bell Fork Road, 3 required interior parking islands and the 4 foot perimeter lawns along all interior and rear property lines except in those areas where existing asphalt exists and/or shared driveways. Staff utilized Article 5.2.J Allowable Deviations for the landscaping requirements of this site which provides flexibility for the redevelopment of existing sites.

Staff believes the approval as shown will not endanger public health/safety, injure the value of adjoining property and the use of the property meets all required conditions and specifications.

Lighting Assessment

Per Article 5: Development Standards, Section 5.5: Exterior Lighting of the UDO the following standards shall be met and/or maintained; 1) maximum lighting height shall not exceed 25 feet; 2) maximum illumination levels are allowed up to 2.5 foot candles; and 3) all proposed lighting shall be directed downward thereby maintaining a "dark sky" standard.

Use Specific Standards Assessment

Automobile painting/body shop uses shall comply with the following standards:

- 1) Vehicles shall not be parked or stored as a source of parts or for the purpose of sale or lease/rent.
- 2) Repair and storage of all vehicles shall occur within an enclosed building. Temporary outdoor vehicle storage may be allowed in an outdoor storage area that is no larger than 20 percent of the of the lot, located behind or to the side of the principal structure, and screened with a wooden fence or masonry wall in accordance with Section 5.4, Fences and Walls.
- 3) Vehicles that are repaired and are awaiting removal shall not be stored or parked for more than 30 consecutive days. In cases where a vehicle is abandoned by its lawful owner before or during the repair process, the vehicle may remain on site as long as is necessary after the 30 day period, provided the owner or operator of the establishment demonstrates steps have been taken to remove the vehicle from the premises using the appropriate legal means.

Sewer Flow Allocation Assessment

The proposed development is within the City limits and as proposed would not impact the City's Sewer Allocation Policy.

Conditions of Approval

In approving Special Use Permits, the City Council may impose appropriate condition(s) on the approval in accordance with Section 2.2.0, Conditions of Approval which states:

1. General

Where the express terms of this ordinance authorize a decision-making body to approve a development application with conditions, such body may impose reasonable and appropriate conditions or restrictions on the approval. The conditions may, as appropriate, ensure compliance with particular standards of this ordinance, prevent or minimize adverse effects from the proposed development on surrounding lands, or ensure conformance to the goals, objectives, policies, strategies, and actions included in City-adopted plans addressing the City's growth and development.

2. Limitations

The restrictions and conditions imposed must be related in both type and amount to the impact that the proposed development would have on the public and surrounding development. All conditions imposed shall be expressly set forth in the permit approval.

Staff has not identified any recommended conditions for this development.

Merits of the Special Use Permit

Pursuant to Article 2: Administration, Section 2.3 Standards and Requirements for Development Applications, Subsection D: Special Use Permits, of the UDO, staff submits the following findings of fact:

- a. The proposed use is an acceptable use in the zoning district it is being located in;

Preliminary staff findings: The property is zoned Corridor Commercial (CC) and within this zoning district, automotive paint and body shops require Special Use Permit approval.

- b. The application is complete;

Preliminary staff findings: The necessary applications, fees, special use permit have been submitted in accordance with City policies and procedures.

- c. The location and character of the use will be in conformity with the City's land use plan and other comprehensive plan elements;

Preliminary staff findings: The subject parcel is designated as Office (O) by the CAMA future land use map. Properties to the west, east, and south, are also designated Office by the CAMA future land use map. The CAMA Land Use Plan identifies the properties to the North as Regional Commercial (RC) and Industrial (I). Industrial provides sites for light industrial activities adjacent to commercial districts and major thoroughfares. Industrial areas will fulfill economic development strategies by providing opportunities for base employment activities. The proposed use is consistent with the Industrial CAMA designation and the Land Use Plan should be amended if approved.

Staff has found evidence that the proposed use is inconsistent with the City's land use plan; however the location and character of the proposed use are consistent with the surrounding area. Staff recommends the CAMA Land Use Plan be amended to designate the subject parcel as Industrial.

- d. Streets, driveways, parking lots, traffic control and any other traffic circulation features are designed and/or provided in accordance with current traffic engineering standards and City regulations, and found to be appropriate for the conditional use;

Preliminary staff findings: City staff has determined that the Type III Site plan provided meets all applicable standards for the proposed use.

- e. The proposed conditional use will not substantially injure the value of adjoining or abutting properties;

Preliminary staff findings: The proposed development is located within the City limits and is zoned CC. The site is bordered to the north across Bell Fork Road by a pet

daycare, church, and office, all zoned Industrial (I); to the south, east and west by automotive repair and service businesses, all zoned CC.

Staff has neither found nor been presented with any evidence that the proposed use would substantially injure the value of adjoining or abutting properties.

- f. The proposed conditional use will be compatible and in harmony with adjoining land uses and the development pattern of the immediate area;

Preliminary staff findings: The proposed development is located within the City limits and is zoned CC. The site is bordered to the north across Bell Fork Road by a pet daycare, church, and office, all zoned Industrial (I); to the south, east and west by automotive repair and service businesses, all zoned CC.

Staff has neither found or been presented with any evidence that the proposed use is not compatible and in harmony with adjoining land uses and the development pattern of the immediate area.

- g. The proposed use will not materially endanger the public health or safety if located where proposed and developed according to the plan as submitted and approved;

Preliminary staff findings: Staff has not been presented with any evidence that the proposed use would materially endanger the public health or safety if located where proposed.

Options

A. Approve the Special Use Permit and Site Plan as presented. (RECOMMENDED)

- Pros: Allows the development process to move forward.
- Cons: None

B. Deny the Special Use Permit and Site Plan request.

- Pros: None
- Cons: Would not allow the process to move forward.

C. Defer Consideration of the request.

- Pros: Deferral would allow staff sufficient time to address any concerns the Planning Advisory Board may have.
- Cons: Would delay the development process.

WORKSHEET FOR SPECIAL/CONDITIONAL USE PERMITS

Applicant: Jerry S. Stevenson Properties, LLC

Location: 616 Bell Fork Road (Tax Map 347, Parcel ID #35)

Proposed Use of Property: Automotive Paint and Body Shop

1. FINDINGS OF FACT

a.	The application is complete	Yes	No
b.	The proposed use is an allowable Special Use in the zoning district it is being located in	Yes	No
c.	The location and character of the use will be in conformity with the City's land use plan and other comprehensive plan elements	Yes	No
d.	Streets, driveways, parking lots, traffic control and other traffic circulation features shall be designed and/or provided in accordance with current traffic engineering standards and City regulations, and found to be adequate for the proposed Special Use	Yes	No
e.	The proposed Special Use will not substantially injure the value of adjoining or abutting properties	Yes	No
f.	The proposed Special Use will be compatible and in harmony with adjoining land uses and the development pattern of the immediate area	Yes	No
g.	The proposed use will not materially endanger the public health or safety if located where proposed and developed according to the plan as submitted and approved.	Yes	No

2. GRANTING THE SPECIAL USE PERMIT

Motion to grant the Special Use permit based on items (a) through (g) found to be affirmative.

___ The Special Use Permit is granted, subject to the following conditions:

- 1) The applicant shall complete the development strictly in accordance with the plans submitted to an approved by City Council.
- 2) If any conditions affixed hereto or any part thereof shall be held invalid or void, then this permit shall be void and of no effect:_____

3. DENYING THE SPECIAL USE PERMIT

motion to deny based on:

___ The Application is denied because, if completed as proposed, the development more probably than not:_____

___ Will not be in conformity with the City's land use plan and other comprehensive plan elements for the following reasons: _____

___ Will substantially injure the value of adjoining or abutting properties for the following reasons:_____

___ Will not be compatible and not be in harmony with adjoining land uses and the development pattern of the immediate area for the following reasons:_____

Exhibit

A



Draft Planning Board Minutes – January 12, 2015

Agenda Item:	12
-----------------	-----------

Public Hearing (*Quasi-Judicial*) – Special Use Permit and Type III Site Plan – Lejeune Collision Repair Center – 616 Bell Fork Road

Jerry S. Stevenson Properties, LLC has submitted a Special Use Permit and Type III Site Plan application seeking approval of a proposed 9,256 square foot automotive paint and body shop. The 1.65 acre development site is located at 616 Bell Fork Road, zoned Corridor Commercial (CC).

Automotive paint and body shop's require a Special Use Permit within this zoning district. The proposed project would be a redevelopment of an existing site and as proposed would reduce the existing square footage by 1,380 square feet.

The subject parcel is designated as Office (O) by the CAMA future land use map. Properties to the west, east, and south, are also designated Office by the CAMA future land use map. The CAMA Land Use Plan identifies the properties to the North as Regional Commercial (RC) and Industrial (I). Office provides areas for single buildings and office parks of several buildings. Small retail components may be included to serve on-site employees. O areas should have access to a major thoroughfare. Regional Commercial is intended for services, large-scale retail and wholesaling activities that serve the entire community and the region. RC areas should have access to a major thoroughfare. Industrial provides sites for light industrial activities adjacent to commercial districts and major thoroughfares. Industrial areas will fulfill economic development strategies by providing opportunities for base employment activities. The proposed use is consistent with the Industrial CAMA designation and the Land Use Plan should be amended if approved.

The proposed development is located within the City limits and is zoned CC. The site is bordered to the north across Bell Fork Road by a pet daycare, church, and office, all zoned Industrial (I); to the south, east and west by automotive repair and service businesses, all zoned CC.

Per Article 5: Development Standards, Section 5.2: Landscaping Standards of the UDO when CC properties are adjacent to properties also zoned CC, buffering is not required. The site plan has demonstrated the required 8 foot street lawn along Bell Fork Road, 3 required interior parking islands and the 4 foot perimeter lawns along all interior and rear property lines except in those areas where existing asphalt exists and/or shared driveways. Staff utilized Article 5.2.J Allowable Deviations for the landscaping requirements of this site which provides flexibility for the redevelopment of existing sites.

Exhibit

B

Staff believes the approval as shown will not endanger public health/safety, injure the value of adjoining property and the use of the property meets all required conditions and specifications. Per Article 5: Development Standards, Section 5.5: Exterior Lighting of the UDO the following standards shall be met and/or maintained; 1) maximum lighting height shall not exceed 25 feet; 2) maximum illumination levels are allowed up to 2.5 foot candles; and 3) all proposed lighting shall be directed downward thereby maintaining a "dark sky" standard. Automobile painting/body shop uses shall comply with the following standards: 1) Vehicles shall not be parked or stored as a source of parts or for the purpose of sale or lease/rent. 2) Repair and storage of all vehicles shall occur within an enclosed building. Temporary outdoor vehicle storage may be allowed in an outdoor storage area that is no larger than 20 percent of the of the lot, located behind or to the side of the principal structure, and screened with a wooden fence or masonry wall in accordance with Section 5.4, Fences and Walls. 3) Vehicles that are repaired and are awaiting removal shall not be stored or parked for more than 30 consecutive days. In cases where a vehicle is abandoned by its lawful owner before or during the repair process, the vehicle may remain on site as long as is necessary after the 30 day period, provided the owner or operator of the establishment demonstrates steps have been taken to remove the vehicle from the premises using the appropriate legal means.

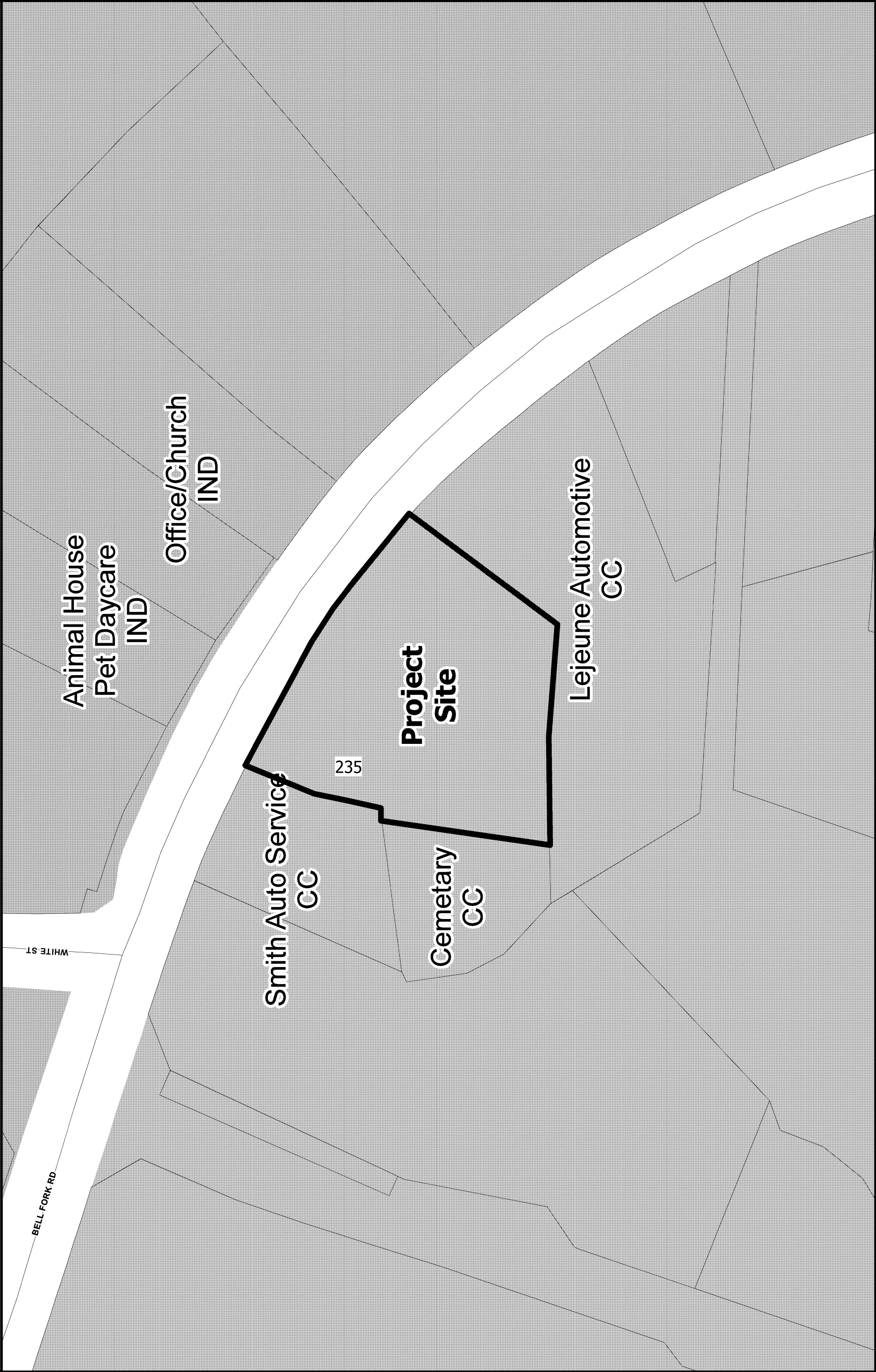
The proposed development is within the City limits and as proposed would not impact the City's Sewer Allocation Policy. Staff recommends approval of the special use permit and site plan with Findings of Fact A, B, D, E F and G being found in the affirmative with Finding of Fact C being consistent if staff is directed to update the CAMA.

There were some questions by the board members regarding the current use of the building, demolition of the building and access to the cemetery. Mr. John Pierce addressed the questions.

Thomasine Moore moved to approve the special use permit and site plan with Findings of Fact A, B, D, E, F and G being found in the affirmative. Findings of Fact C will be consistent if staff is directed to update the CAMA. Theresa VanderVere seconded the motion.

The motion to approve the special use permit and site plan with Findings of Fact A, B, D, E, F and G being found in the affirmative. Findings of Fact C will be consistent if staff is directed to update the CAMA was unanimously approved by the Board Members present.

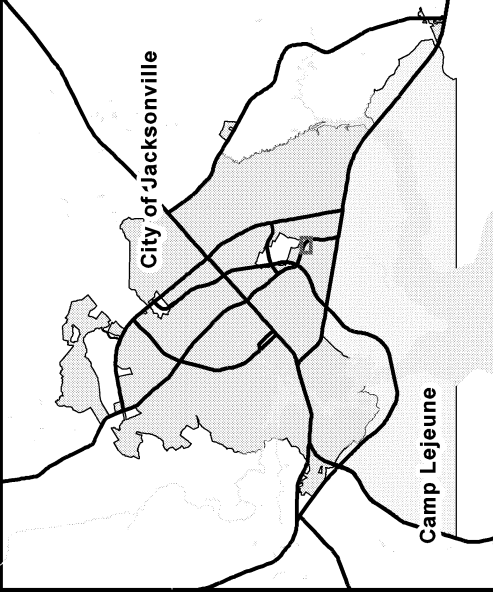
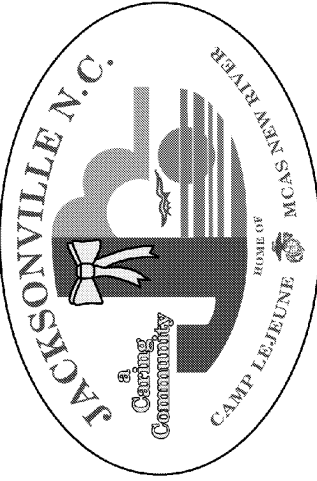
616 Bell Fork Road - Lejeune Collision Repair Service



Disclaimer: This Map is intended to use for planning purposes only. City of Jacksonville or its individual departments are not liable for any data inaccuracies. Once again this map should not be used for any legal boundary determinations and data displayed on this map is collected from various different sources.



1 inch = 102 feet



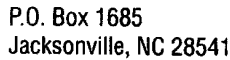
Legend

- CC
- DTB
- DTR
- IND
- MR
- NC
- OI
- PDC
- PDR
- PDT
- RMF-HD
- RMF-LD
- RSF-10
- RSF-20
- RSF-40
- RSF-5
- RSF-7

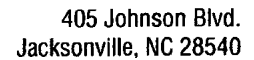
Exhibit

C

LAND SURVEYING • LAND PLANNING • MAPPING



OFFICE: 910-346-9800
FAX: 910-346-1210
E-MAIL: bettyb@jlpnc.com
or brianj@jlpnc.com



The proposed site is located within the City limits and is zoned CC. The site is bordered to the north by the City of Bell Fork Road, to the south by the City of Bell Fork Road, to the east by the City of Bell Fork Road, and to the west by the City of Bell Fork Road.

Daycare Service all zoned Industrial, to the East & South by an existing Auto Body Repair Shop zoned CC, and to the West by an Auto Repair Service zoned CC.

The buildings are existing and are positioned so as not to overwhelm the adjoining or abutting properties. The existing building (front building) is approximately 21.0 feet in height and is set back approximately 30.4 feet (nearest building corner) from the front right-of-way and 40.1 feet (nearest building corner) from the East side property line with parking along the side of the building.

The existing building (rear) is approximately 14.0 feet in height and is set back approximately 149.9 feet (nearest building corner) from the front right-of-way and 66.56 feet (nearest building corner) from the East side property line with parking along the side of the building.. The proposed special/conditional use will be compatible and in harmony with adjoining land uses and the development pattern of the immediate area.

Due to the finding in (c & e), the proposed uses are compatible and in harmony with the development of the surrounding areas.

- g. The proposed use will not materially endanger the public health or safety if located where proposed and developed according to the plan as submitted and approved.

The proposed site is located on a Major Thoroughfare, Bell Fork Road. The Primary access is on Bell Fork Road with no additional connectivity to adjoining property.

The proposed uses are not considered hazardous uses.

The size of the buildings and the proposed uses did not the threshold for a TIA.



Request for City Council Action

Agenda Item:	13
Date:	2/3/2015

Subject: Commercial Dumpster Collection Service Fee Schedule Amendment
Department: Public Services / Sanitation
Presented by: Wally Hansen, Public Services Director
Presentation: Yes

Issue Statement

At the January 20, 2015 City Council Workshop, staff recommended moving forward with adjustments to the Commercial Garbage Collection Service fee schedule in order to help offset some of the unexpected expenditures that the City has incurred.

Financial Impact

The revised rate scheduled is projected to provide approximately \$25,300 of additional revenue in FY15 to help off-set some of the unexpected expenditures.

Action Needed

Consideration to increase Commercial Garbage Collection Service fees in order to off-set the incurred expenditures.

Recommendation

Staff recommends that Council approve the proposed Fee Schedule amendment for Commercial Dumpster service.

Approved: ☒ City Manager ☐ City Attorney

Attachments:

A Proposed Fee Schedule Amendment



Staff Report

Agenda Item:	13
-----------------	-----------

Commercial Garbage Collection Service Fee Schedule Amendment

Introduction

The City began providing the Commercial Dumpster Service on July 1, 2014 with a goal of providing a better quality and more efficient service than what had been previously provided by a commercial contractor. This service was intended to be self-funded through user fees; however, experience over the first six months of the fiscal year has proven that actual expenses are higher than what was originally estimated, causing the need to reevaluate the fees that are being charged for this service. During this time there have also been several contributing factors that have created additional unexpected expenditures.

These contributing factors would have been difficult to prevent or predict when the department first made its estimates for this service. An accident that left one of the commercial trucks totaled and the driver out of work on workers compensation was a major contributing factor to the current state of the Commercial Sanitation budget. This has also led to corresponding overtime expenditures that were not predicted, as four sanitation workers now had to do the work planned for five workers. Finally, there have been major, unplanned-for maintenance charges incurred that were drastically more costly than expected.

Currently, a new commercial driver has been hired which should significantly reduce the overtime costs. Also, all of the commercial trucks are in much better condition than when first purchased, which should serve to level off those unanticipated maintenance expenditure and the wrecked truck was replaced with a newer truck that should be less-costly to operate.

To reduce the financial impact and recover some of the unexpected expenditures, staff has analyzed and proposes adjusting the rates for the services provided by the Commercial Garbage Collection staff. The list below provides a summary of the fees that were identified to be adjusted. See Attachment (A) for the proposed Fee Schedule amendment.

Fees Proposed for Adjustment

- Commercial Dumpster Service Fee – Staff proposes to increase this fee from \$5.63 to \$6.00.
- Saturday Service – Staff proposes to change this fee from variable per container size to a flat rate of \$150 for standard dumpsters and a flat rate per size for vertical compaction dumpsters.

- Extra Pick-up Service – Staff proposes to adjust this fee from a variable per container size plus the Commercial Dumpster Service Fee to a flat rate based on size.
- Dumpster Rental Fee – Staff proposes to increase the fee on dumpster rental to be more comparable with market rates to shorten the payoff cycle for dumpsters.

Stakeholders

- Citizens of the City
- City Commercial Dumpster customers
- City Staff

Options

- Option 1 – Authorize an amendment to the Commercial Garbage Collection service fees. **RECOMMENDED**
 - Pros – Revenues will increase which will help to narrow the gap between revenues and unexpected expenditures.
 - Cons – Commercial customers will be impacted fee increases.
- Option 2 – Council may decline the fee amendment.
 - Pros – Commercial customers will see no impact to current charges.
 - Cons – The gap between revenues and expenditures will continue to increase.
- Option 3 – Council can defer action on the proposed fee schedule amendment.
 - Pros – Commercial customers will see no impact to current charges.
 - Cons – The gap between revenues and expenditures will continue to increase.

SOLID WASTE FEES

LANDFILL TIPPING FEE

\$49.00 per ton

Note: The monthly rate charged to City customers is based on this per ton fee and is based on the going rate at the Onslow County Landfill.

MONTHLY RESIDENTIAL RATES:

Monthly rates are comprised of two components: a Residential Collection Fee and a disposal cost based on the number of City containers a customer uses.

Residential Collection Fee	\$10.00 per account
Disposal Fee (Max two containers per household)	\$5.00 per container

SMALL BUSINESS RATES:

Monthly rates are comprised of two components: a Small Business Collection Fee and a disposal cost based on the number of City containers a small business uses.

Small Business Collection Fee	\$10.00 per account
Small Business Disposal Fee (Max four containers per small business)	\$6.10 per account

DIAL-A-TRUCK PROGRAM

No cost to residential customers.
Not available to commercial entities.

SPECIAL PICKUP FEES:

Material	Volume-Based Fee	
Building Materials	May be disposed of via Dial-a-Truck program or at a charge of \$40 per cord.	
Microwave oven	\$3.00 per item (subject to change as per landfill)	
Computers Monitors & Televisions	\$3.00 per item (subject to change as per landfill)	
Bulky Wastes Residential and Small Business	First Three Items	Free with basic service
	Subsequent items	\$10 per item
Bulky Waste Commercial Customers	\$10 per item	N/A
Yard Waste Collection Commercial Customers	\$20.00 per cord	NA
Yard Waste Collection	First Cord	Free with basic service

Attachment

A

Residential I Customer	Subsequent cord (or fractions thereof)	\$20 per cord
Appliances	First two appliances	Free with basic service
	Subsequent appliances	\$10 per appliance

COMMERCIAL DUMPSTER RATES:

The total monthly solid waste charge for commercial dumpster customers is comprised of two components: a Commercial Dumpster Service Fee (CDSF) and a disposal charge. The tables following detail these fees, which are calculated on the size of dumpsters, number of dumpsters and the frequency of collection service.

COMMERCIAL DUMPSTER SERVICE FEE

		Collection twice per week	Collection three times per week	Collection four times per week	Collection five times per week
Cost per Month for (1) dumpster		\$48.80 52.00	\$73.20 78.00	\$97.60 104.00	\$122.00 130.00

The Commercial Dumpster Service Fee is calculated using the current operational cost of ~~\$5.63~~ \$6.00 per collection stop for Monday – Friday service.

MONTHLY COMMERCIAL DUMPSTER SERVICE RATES:

The total monthly Solid Waste Charge for dumpster customers includes the commercial dumpster service fee plus the monthly commercial dumpster disposal rate; these amounts are based on the number of collections per week and size of dumpster(s).

Monthly Commercial Dumpster Rates – Base Service Monday - Friday (Fee for <u>each</u> dumpster serviced and includes disposal cost and collection service fee)				
Dumpster Size	Basic Service Twice per week	Plus Service Three Collections	Advantage Four Collections	Premium Five Collections
2-cubic yard	\$75.80 79.00	\$118.20 123.00	\$160.60 167.00	\$203.00 211.00
4-cubic yard	\$102.30 105.50	\$161.70 166.50	\$221.40 227.50	\$280.50 288.50
6-cubic yard	\$129.30 132.50	\$205.70 210.50	\$282.10 288.50	\$358.50 366.50
8-cubic yard	\$155.80 159.00	\$250.20 255.00	\$344.60 351.00	\$439.00 447.00
2-cubic yard VIP	\$129.80 133.00	\$206.20 211.00	\$282.60 289.00	\$359.00 367.00
4-cubic yard VIP	\$209.30 212.50	\$337.70 342.50	\$466.10 472.50	\$594.50 602.50
6-cubic yard VIP	\$290.30 293.50	\$470.70 475.50	\$651.10 657.50	\$831.50 839.50
8-cubic yard VIP	\$369.80 373.00	\$604.20 609.00	\$838.60 845.00	\$1,073.00 1,081.00

ADDITIONAL SERVICES

EXTRA COLLECTION RATES:

A customer may request an extra collection of their dumpster. This fee shall be charged in accordance with the table below based on the size of the dumpster. ~~The charge for the extra collection will be \$5.63 per collection stop PLUS \$2.00 per cubic foot as demonstrated below:~~

~~8-cubic yard dumpster X \$2.00 per cubic foot.....\$16.00~~
~~Per stop collection fee.....\$5.63~~
~~Total Extra Collection Charge.....\$21.63~~

Standard Size	Flat Rate Fee (per dumpster)
2-cubic yard	\$35.00
4-cubic yard	\$40.00
6-cubic yard	\$45.00
8-cubic yard	\$50.00
VIP Compactor	Flat Rate Fee (per dumpster)
2-cubic yard	\$45.00
4-cubic yard	\$50.00
6-cubic yard	\$55.00
8-cubic yard	\$60.00

SATURDAY SERVICE:

A customer may ~~schedule~~ request regular Saturday collection service ~~on a Saturday~~. ~~To qualify a customer must have an 8-cubic yard dumpster with Basic Service.~~ The table below shows the monthly fee for regular Saturday collection service.

Monthly Commercial Dumpster Rates – Saturday Service — (Fee for <u>each</u> dumpster serviced and includes — disposal cost and collection service fee)				
Dumpster Size	Plus Service Three Collections	Advantage Four Collections	Premium Five Collections	Superior Six Collections
2-cubic yard	Does not qualify for Saturday Service			
4-cubic yard	Does not qualify for Saturday Service			
6-cubic yard	Does not qualify for Saturday Service			
8-cubic yard	\$305.80	\$400.20	\$494.60	\$589.00
2-cubic yard VIP	Does not qualify for Saturday Service			
4-cubic yard VIP	\$393.30	\$521.70	\$650.10	\$778.50
6-cubic yard VIP	526.30	\$706.70	\$887.10	\$1,067.50
8-cubic yard VIP	659.80	\$894.20	\$1,128.60	\$1,363.00

If a customer that does not normally have Saturday service requests an extra pickup on a

Saturday, they will be charged the regular extra pickup fee for their size dumpster as described above PLUS \$20.00. Example follows:

8-cubic yard dumpster X \$2.00 per cubic foot..... \$16.00
 Per stop collection fee..... \$25.63
 Total Extra Pickup Charge \$41.63

Standard Size	Flat Rate Fee (per dumpster/month)
2-cubic yard	N/A
4-cubic yard	\$150.00 - minimum 4/days week service
6-cubic yard	\$150.00 - minimum 3 days/week service
8-cubic yard	\$150.00
VIP Compactor	Flat Rate Fee (per dumpster/month)
2-cubic yard	N/A
4-cubic yard	\$184.00
6-cubic yard	\$236.00
8-cubic yard	\$290.00

COMMERCIAL DUMPSTER RENTAL RATES:

A customer may rent a dumpster, when available, from the City for their solid waste service. The following table indicates the monthly rental cost only; the total monthly sanitation charge will include the rental rate and the commercial dumpster rate; both costs are based on the size and number of dumpsters, and the number of collections each week. The initial setup and delivery fee for a new container shall be \$50.00.

Monthly Dumpster Rental – per dumpster fee	
2-cubic yard	\$20.00 30.00
4-cubic yard	\$25.00 40.00
6-cubic yard	\$30.00 50.00
8-cubic yard	\$35.00 60.00